CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, April 7, 2026	**6:00 PM**	**City Council Chambers** **77 Fair Drive**

***Note: All agency memberships are reflected in the title "Council Member"**

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having technical difficulties or experiencing any other critical issues, and unless required by the Brown Act, the meeting will continue in person.

TRANSLATION SERVICES AVAILABLE / SERVICIOS DE TRADUCCIÓN DISPONIBLE
Please contact the City Clerk at (714) 754-5225 to request language interpreting services for City meetings. Notification at least 48 hours prior to the meeting will enable the City to make arrangements.

Closed Captioning is available via the Zoom option in English and Spanish.

Los subtítulos están disponibles a través de la opción Zoom en inglés y español.

Favor de comunicarse con la Secretaria Municipal al (714) 754-5225 para solicitar servicios de interpretación de idioma para las juntas de la Ciudad. Se pide notificación por lo mínimo 48 horas de anticipación, esto permite que la Ciudad haga los arreglos necesarios.

Members of the public can view the City Council meetings live on COSTA MESA TV (SPECTRUM CHANNEL 3 AND AT&T U-VERSE CHANNEL 99) or http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true and online at youtube.com/costamesatv.

Members of the public are welcome to speak during the meeting when the Mayor opens the floor for public comment. There is no need to register in advance or complete a comment card. When it's time to comment, line up at one of the two podiums in the room and wait for your turn. Each speaker will have up to 3 minutes (or as directed) to address the City Council.

To maintain a respectful and orderly atmosphere during the meeting, attendees shall refrain from using horns or amplified speakers. Signs and props may be brought into the Chamber, provided they do not exceed 11 inches by 18 inches in size and do not hinder the visibility of other attendees. The possession of poles, sticks, or stakes is strictly prohibited.

All attendees must remain seated while in the chamber until instructed by the Presiding Officer to approach and line up for public comment. To ensure safety and maintain order during the proceedings, standing or congregating in the aisles or foyer is strictly prohibited.

Further information regarding the City's regulations on addressing the City Council and expected conduct during meetings are available at the following links.

Title 2: Administration
§ 2-61: Conduct while addressing the council.
https://ecode360.com/42609578

Title 2: Administration
§ 2-64: Disorderliness by members of the audience.
https://ecode360.com/42609598

As a courtesy, the public may participate via the Zoom option.

Zoom Webinar:
Please click the link below to join the webinar:
https://us06web.zoom.us/j/89347995554?pwd=xtEUJysPXs0G8Pcje38iaI3CF7jgbe.1
Or sign into Zoom.com and “Join a Meeting”
Enter Webinar ID: 893 4799 5554/ Password: 063726
• If Zoom is not already installed on your computer, click “Download & Run Zoom” on the launch page and press “Run” when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
• Select “Join Audio via Computer.”
• The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.
• During the Public Comment Period, use the “raise hand” feature located in the participants’ window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone:
Call: 1 669 900 6833 Enter Webinar ID: 893 4799 5554/ Password: 063726
During the Public Comment Period, press *9 to "raise your hand" and to be added to the queue to speak and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Note, if you have installed a zoom update, please restart your computer before participating in the meeting.

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at cityclerk@costamesaca.gov.

Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to cityclerk@costamesaca.gov, submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Kindly submit materials to the City Clerk AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m. on the day of the meeting.

Comments received by 12:00 p.m. on the day of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

Please know that it is important for the City to allow public participation at this meeting. If you are unable to participate in the meeting via the processes set forth above, please contact the City Clerk at (714) 754-5225 or cityclerk@costamesaca.gov and staff will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City's website.

Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. This includes items submitted for the overhead screen during the meeting. Items submitted for the overhead screen should be 1 page and provided to the City Clerk prior to the start of the meeting. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

Note regarding agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5): Any related documents provided to a majority of the City Council after distribution of the City Council Agenda Packets will be made available for public inspection. Such documents will be posted on the city's website and will be available at the City Clerk's office, 77 Fair Drive, Costa Mesa, CA 92626.

All cell phones and other electronic devices are to be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to conduct a phone conversation.

Free Wi-Fi is available in the Council Chambers during the meetings. The network username available is: CM_Council. The password is: cmcouncil1953.

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing. Agendas and reports can be viewed on the City website at https://costamesa.legistar.com/Calendar.aspx. Las agendas y los informes se pueden ver en español en el sitio web de la Ciudad en https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (714) 754-5225. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

En conformidad con la Ley de Estadounidenses con Discapacidades (ADA), aparatos de asistencia están disponibles y podrán ser prestados notificando a la Secretaria Municipal. Si necesita asistencia especial para participar en esta junta, comuníquese con la oficina de la Secretaria Municipal al (714) 754-5225. Se pide dar notificación a la Ciudad por lo mínimo 48 horas de anticipación para garantizar accesibilidad razonable a la junta. [28 CFR 35.102.35.104 ADA Title II].

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

APRIL 7, 2026 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

[Per Council Policy 000-12, these presentations are made by community volunteers stating their own views. The City Council disclaims any intent to endorse or sponsor the views of any speaker.]

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS: Costa Mesa Poet Laureate, Danielle Hanson

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA
Comments on Presentations and Consent Calendar items may also be heard at this time.
Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS
Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

1. Council Member Gameros
2. Council Member Marr
3. Council Member Reynolds
4. Council Member Pettis
5. Council Member Buley
6. Mayor Pro Tem Chavez
7. Mayor Stephens

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be acted upon in one motion. There will be no separate discussion of these items unless members of the City Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for discussion.

1. **PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS** **26-209**

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

2. **READING FOLDER** **26-210**

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Jeanne Carlin, Thomas Devlin, Diego and Karol Mendoza, Teodomiro Rocha, Matthew Strother, Leilani Tucker.

3. ADOPTION OF WARRANT RESOLUTION **26-169**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2751.

Attachments: 1. Summary Check Registration 3-05-2026
2. Summary Check Registration 3-12-2026
3. Summary Check Registration 3-19-2026

4. MINUTES **26-211**

RECOMMENDATION:

City Council approve the minutes of the March 10, 2026 meeting.

Attachments: 1. Draft 03-10-2026 Minutes

5. FINAL MAP FOR TRACT NO. 19351 LOCATED AT 220, 222, 234 and 236 VICTORIA STREET, COSTA MESA, CALIFORNIA **26-196**

RECOMMENDATION:

Staff recommends the City Council approve the final map for Tract No. 19351, located at 220, 222, 234, and 236 Victoria Street, and authorize the signing of the Map by the City Engineer and the City Clerk.

Attachments: Agenda Report
1. Conditions of Approval
2. Final Tract Map No. 19351

6. AUTHORIZE APPROPRIATION FROM THE EQUIPMENT REPLACEMENT FUND 601 FUND BALANCE **26-216**

RECOMMENDATION:

Staff recommends the City Council:

Authorize the appropriation of $275,000 from the fund balance in the Equipment Replacement Fund (Fund 601) to support the maintenance and repair of the City's fleet for the remainder of the current Fiscal Year 2025-26.

Attachments: Agenda Report

7. APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) FOR THE FAIRVIEW PARK RESTORATION PROJECT 26-204

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Amendment No. 1 to Agreement No. C-1-2509 between the City of Costa Mesa and the Orange County Transportation Authority (OCTA) for the Fairview Park Wetlands and Riparian Habitat Restoration Project.
2. Authorize the City Manager and the City Clerk to execute the amendment and any related administrative documents necessary to implement the agreement.

Attachments: Agenda Report
1. Amendment 1 - OCTA Agreement C-1-2509
2. OCTA Agreement C-1-2509

AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR

----------END OF CONSENT CALENDAR----------

PUBLIC HEARINGS:

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

1. **INTRODUCTION AND FIRST READING BY TITLE ONLY OF AN ORDINANCE AMENDING CHAPTER III OF TITLE 15 OF THE COSTA MESA MUNICIPAL CODE RELATING TO DRAINAGE AND ADOPTION OF DEVELOPMENT IMPACT FEES FOR STORM DRAINAGE AND ADOPTION OF A CAPITAL IMPROVEMENT PLAN AS PART OF THE NEXUS STUDY AND COMPLETION OF THE STORM DRAIN SYSTEM MASTER PLAN (SDSMP) UPDATE** **26-197**

   RECOMMENDATION:

   Staff recommends the City Council:

   1. Adopt the 2026 Storm Drainage Impact Fee Nexus Study ("Nexus Study") as the final component of the 2024 Storm Drain System Master Plan Update.
   2. Adopt the storm drain Capital Improvement Plan (CIP) as provided in Appendix A (Table A-1) in the Nexus Study.
   3. Adopt Resolution 2026-XX for the updated development impact fees for storm drainage, in compliance with governing California laws AB1600 (Mitigation Fee Act) and AB 602 (Development Impact Fees).
   4. Introduce for first reading, by title only, Ordinance No. 26-XX of the City Council of the City of Costa Mesa, California, Amending Chapter III of Title 15 of the Costa Mesa Municipal Code Relating to Drainage and waive further reading.
   5. Authorize staff to implement the updated fees sixty (60) days after adoption, in compliance with AB 1600 (Mitigation Fee Act).

   Attachments: Agenda Report
   1. Storm Drainage Impact Fee Nexus Study
   2. Proposed Resolution
   3. Proposed Ordinance

OLD BUSINESS:

1. **ADOPTION OF AN ORDINANCE AMENDING TITLE 13 OF THE MUNICIPAL CODE TO REZONE SIXTH CYCLE (2021-2029) HOUSING ELEMENT SITES AND IMPLEMENT HOUSING ELEMENT PROGRAMS TO COMPLY WITH STATE LAW, A CONFORMING CODE AMENDMENT TO TITLE 9 OF THE MUNICIPAL CODE, AND A RESOLUTION FOR ADOPTION OF FEES ASSOCIATED WITH NEW PROCESSES - PCTY-25-0008 AND FINDING OF EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT** **26-207**

RECOMMENDATION:

Staff recommends the City Council find that the following actions statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.085(a) (Senate Bill 131); and
Staff recommends that the City Council adopt Ordinance No. 2026-XX to amend Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to rezone Sixth Cycle (2021-2029) Housing Element sites and implement specific Housing Element programs (Attachment 1); and
Staff recommends the City Council adopt Ordinance No. 2026-XX to amend Title 9 of the Costa Mesa Municipal Code (Licenses and Business Regulations) Article 23 for consistency with amendments to Chapter XVI of Title 13 (Planning, Zoning, and Development) (Attachment 3); and
Staff recommends the City Council adopt Resolution No. 2026-XX establishing fees for new development review processes for housing projects (Attachment 4).

Attachments: Agenda Report
1. Ordinance Title 13
2. Exhibit A and B to Attachment 1
3. Ordinance Title 9
4. Fee Resolution
5. MUOD Strikethrough

2. **CONSIDER APPROVAL OF A CODE OF ETHICS AND CONDUCT** **26-227**

RECOMMENDATION:

Consider approval of a Code of Ethics and Conduct.

Attachments: Agenda Report
1. Original Draft Code of Conduct
2. Revised Draft Code of Conduct
3. Blacklined Comparison of Both Drafts
4. Revised Highlighted Draft

NEW BUSINESS:

1. ACTIVE TRANSPORTATION COMMITTEE ANNUAL REPORT 26-217

RECOMMENDATION:

Staff recommends the City Council receive and file the 2025 Active Transportation Committee Annual Report.

Attachments: Agenda Report
1. ATC Presentation

2. PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS FOR THE FAIRVIEW PARK WEST BLUFF RESTORATION PROJECT 26-208

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement to PSOMAS to provide engineering design, environmental planning, cultural resource management, and related professional services for the Fairview Park West Bluff Restoration Project in an amount not to exceed $533,189 for a term of two (2) years from March 17, 2026, to March 16, 2028 with three (3) additional one-year renewal options.

2. Authorize a ten percent (10%) contingency in the amount of $53,319 for unforeseen costs.

3. Authorize the City Manager and the City Clerk to execute the Professional Services Agreement (Attachment 1) and future amendments to the agreement within City Council authorized limits.

Attachments: Agenda Report
1. PSOMAS PSA

3. AWARD OF THE COSTA MESA SKATE PARK EXPANSION AND IMPROVEMENT PROJECT, CITY PROJECT NO. 25-01, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION 26-199

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines sections 15301 and 15304.

2. Adopt plans, specifications, and working details for the Costa Mesa Skate Park Expansion and Improvement Project, City Project No. 25-01.

3. Reject the apparent low base bid submitted by RCCI dba Ramirez Company, 778 North Georgia Avenue, Azusa, California 91702 as non-responsive.

4. Award a Public Works Agreement (PWA) for construction to the second lowest base bidder, Elegant Construction, Inc., 15375 Barranca Parkway, Suite J-103, Irvine, California 92618, in the amount of $2,898,375, with a ten percent (10%) contingency in the amount of $289,838 for unforeseen costs related to this project, and an additional ten percent (10%) in the amount of $289,838, for construction management and material testing services.

5. Authorize the City Manager and the City Clerk to execute the PWA with Elegant Construction, Inc., and related agreements for the project within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment based on the following:

Class 1 - Existing Facilities (§15301):
The repair, maintenance, or alteration of the existing public facility involves negligible expansion of use:

- The proposed expansion is minor relative to the existing overall park facility.
- The project does not significantly increase the capacity or intensity of use at the park facility.
- The proposed work occurs within the already developed park footprint.
- The skate park already supports recreational uses, and the project is just a modification or improvement to Costa Mesa Skate Park.

Class 4 - Minor Alterations to Land (§15304):
The proposed project does not affect the following:

- Sensitive habitats
- Scenic highways
- Historical resources

In addition, the project does not include any of the following:

- Cumulative impacts
- Unusual circumstances
- Hazardous sites

Furthermore, the proposed action is exempt under sections 15301 and 15304 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

Attachments: Agenda Report
1. Conceptual Design
2. RCCI Bid Rejection
3. Bid Summary
4. PWA

4. WASTE INFRASTRUCTURE SYSTEM ENTERPRISE (WISE) AGREEMENT 26-198

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Waste Infrastructure System Enterprise (WISE) Agreement with the County of Orange for municipal solid waste disposal rates and services.

2. Authorize the City Manager, or designee, to execute the agreement, and all related documents, on behalf of the City and make minor modifications as necessary.

Attachments: Agenda Report
1. WISE Agreement
2. Franchise Hauler Acknowledgment
3. Service Coordinator Designation Form

5. APPOINTMENTS TO VARIOUS CITY COMMITTEES 26-200

RECOMMENDATION:

Staff recommends the City Council make appointments as follows:

1. Active Transportation Committee - Make six (6) member appointments with a term expiration of April 2028 (Appointments by Mayor Stephens, Council Member Gameros, Council Member Buley, Council Member Pettis), and two (2) appointments by the Council Liaison (Council Member Reynolds).

2. Animal Services Committee - Make four (4) member appointments with a term expiration of April 2028 (Appointments by Mayor Stephens, Council Member Gameros, Council Member Buley, Council Member Pettis), and one (1) member appointment with a term expiration of April 2027 (Appointment by Council Member Marr).

3. Finance and Pension Advisory Committee - Make one (1) member appointment with a term expiration of April 2028 (Appointment by Council Member Pettis).

4. Housing and Public Service Grants Committee - Make four (4) member appointments with a term expiration of April 2028 (Appointments by Mayor Stephens, Council Member Gameros, Council Member Buley, Council Member Pettis).

5. Reduce the number of Mobile Home Park Advisory Committee members to seven (7) to align with the other City Committees.

Attachments: Agenda Report
1. Active Transportation Committee Applications
2. Animal Services Committee Applications
3. Finance and Pension Advisory Committee Applications
4. Housing and Public Service Grants Committee Applications
5. Mobile Home Park Advisory Committee Application

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

ADJOURNMENT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-209 **Meeting Date:** 4/7/2026

TITLE:

PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-210 **Meeting Date:** 4/7/2026

TITLE:

READING FOLDER

DEPARTMENT: City Manager's Office/City Clerk's Division

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Jeanne Carlin, Thomas Devlin, Diego and Karol Mendoza, Teodomiro Rocha, Matthew Strother, Leilani Tucker.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-169 **Meeting Date:** 4/7/2026

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: **FINANCE DEPARTMENT**

PRESENTED BY: **MARK KHOU, BUDGET & PURCHASING MANGER**

CONTACT INFORMATION: **MARK KHOU, BUDGET & PURCHASING MANGER AT (714) 754 -5241**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2751.

BACKGROUND:

In accordance with Section 37202 of the California Government Code, the Director of Finance or their designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

FISCAL REVIEW:

City operating expenses for $5,687,125.66.

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
021650	03/03/26	P	Jones Mayer	0000014653		203,617.10

Line Description:

#139597-IT
#139603-May
#139601-Leik
#139604-Mood
#1963 Wallace
#139579-Becker
#139591-Harvey
#139605-OKeefe
#139608-Opioid
#139609-Oshiro
#139619-Wilson
#139589-Finance
#139594-Housing
#139599-Jahanbin
#139611-Percival
#139612-Phillips
#139617-Schaefer
#139590-Fire Dept
#139592-Hernandez
#139616-Risk Mgnt
#139573-2162 Maple
#139581-City Clerk
#139598-Jahanbin 2
#139602-Litigation
#139607-Ohio House
#139615-Public Svc
#139614-Police Dept
#139618-Veramancini
#139575-374 Woodland
#139577-599 W Wilson
#139583-City Manager
#139585-City Council
#139580-City Attorney
#139586-DBO Invest CM
#139613-Planning Comm
#139578-Animal Control
#139582-City Clerk PRR

203,617.10
15,651.25
1,653,604.91

$ 1,872,873.26

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	#139587-Development Svc #139595-Human Resources #139610-Park & Comm Svc #139584-Code Enforcement #139588-Farrell Harrison #139600-Jamboree Housing #139570-1095 Sea Bluff Dr #139571-113 Clearbrook Ln #139574-2280 Newport Blvd #139596-Insight Psychology #139576-440 Fair Dr/1179 NP #139593-Homeless Task Force #139606-Ohio House Abatement			
021651	03/06/26	P	Chad Pregizer	0000020226		1,500.00
		Line Description:	Company Officer 2C Company Officer 2B Hazardous Mat Incident Command Company Officer 2A			
021652	03/06/26	P	Eliasar Maldonado	0000016255		1,500.00
		Line Description:	Proj Implementation/Managing			
021653	03/06/26	P	Isaiah Ashby	0000027738		473.00
		Line Description:	Arson & Explovies Inv			
021654	03/06/26	P	Jack R. Sweeney	0000030173		4,317.60
		Line Description:	3190 E Airport-Mar 2026			
021655	03/06/26	P	Kevin M Ruhl II	0000020438		485.70
		Line Description:	Psychological Foundation			
021656	03/06/26	P	Kimberly Velazquez	0000025516		1,250.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	College TuitionReimb Aug-Dec25			
021657	03/06/26	P	Kyle Brosamer	0000026927		437.75
		Line Description:	Interm Wildfire			
021658	03/06/26	P	Mark Geiger	0000020903		1,500.00
		Line Description:	Fire Ground Tactics			
021659	03/06/26	P	Morgan Cain	0000029624		1,500.00
		Line Description:	Tuition Reimb			
021660	03/06/26	P	Omar Amaya	0000027488		250.00
		Line Description:	Paramedic License Recert			
021661	03/06/26	P	Robert Rondinella	0000029998		380.00
		Line Description:	Company Officer 2B			
021662	03/06/26	P	Spencer Hibbard	0000029191		807.20
		Line Description:	EMS 3301			
021663	03/06/26	P	Tiana Asmine	0000031107		1,250.00
		Line Description:	College Tuition Reimb 7/2-8/26 College Tuition Reimb			
					TOTAL	**$219,268.35**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257831	03/06/26	P	All City Management Services Inc	0000009480	54,048.05
		Line Description:	Schl Crsng 2/1-2/14/26 Schl Crsng 1/18-1/31/26 Schl Crsng 1/4-1/17/26		
0257832	03/06/26	P	American Construction Company, LLC	0000031176	24,135.95
		Line Description:	Retention Paymnt Proj #24-11		
0257833	03/06/26	P	BCS Consultants	0000029856	82,444.63
		Line Description:	IT Wall Mount Rack IT Wall Mount-HR Office Verical Wall Manager IT Rack Install Cameras, Cables-EOC		
0257834	03/06/26	P	Benefit Coordinators Corp	0000029594	90,996.00
		Line Description:	VSP Ins Prem Feb 26 Delta Dental Ins Prem-Feb 26 VSP Ins Prem Mar 26 Delta Dental Ins Prem-Mar 26		
0257835	03/06/26	P	Building Material Distributors Inc	0000031702	15,000.00
		Line Description:	Refund Permit EENC-25-0393		
0257836	03/06/26	P	City Service Contracting Inc	0000006962	15,000.00
		Line Description:	Refund Permit EENc-25-0160		
0257837	03/06/26	P	Commercial Interior Resources	0000031200	16,472.46
		Line Description:	Retention Proj #24-05		
0257838	03/06/26	P	FALCK MOBILE HEALTH CORP.	0000019807	423,850.00
		Line Description:	Ambulance Svc 2/1-2/15/26		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Ambulance Svc 2/16-2/28/26 Surge Unit Dec 2025 Surge Unit Jan 2026 Ambulance Svc 1/16-1/31/26 Ambulance Svc 1/1-1/15/26			
0257839	03/06/26	P	Jackbilt Inc	0000006516		18,500.00
		Line Description:	Refund Permit EENC-24-0155			
0257840	03/06/26	P	LINA	0000015623		39,217.40
		Line Description:	Active Life/AD&D Feb 26 Voluntary Life Feb 26 Retiree Life Feb 26 LTD Ins Prem Feb 26 NYL Admin Fee Jan 26			
0257841	03/06/26	P	Lauren Nguyen	0000031727		17,500.00
		Line Description:	Refund Permit EENC-25-0032			
0257842	03/06/26	P	Mark Rapparport	0000030597		15,000.00
		Line Description:	Refund Permit EENC-23-0115			
0257843	03/06/26	P	Michael Baker International Inc	0000024229		31,110.00
		Line Description:	Consulting Services			
0257844	03/06/26	P	Project Hope Alliance	0000027373		69,123.71
		Line Description:	Home ARP Program Home ARP Program			
0257845	03/06/26	P	Robinson Calcagnie Inc Trust Account	0000030026		25,000.00
		Line Description:	Sttlmnt Claim Dated 10/21/20			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257846	03/06/26	P	Santa Margarita Ford	0000022708	129,993.30
		Line Description:	Sales Tax Additional Keys Doc/Tire Fee & License Fee New Unit for PD-Ford F-350		
0257847	03/06/26	P	Superior Pavement Markings Inc	0000003955	22,040.11
		Line Description:	Arterial Striping		
0257848	03/06/26	P	The Lincoln National Life Insurance Co	0000030039	16,256.70
		Line Description:	STD Ins Premium Feb 26		
0257849	03/06/26	P	The Lincoln National Life Insurance Co	0000030039	16,411.66
		Line Description:	Critical Ill Jan 26 Accident Ins Jan 2026		
0257850	03/06/26	P	Tovey Shultz Construction Inc	0000025581	91,450.12
		Line Description:	Retention Proj 230 Retention Proj 401		
0257851	03/06/26	P	Trellis	0000025584	55,945.38
		Line Description:	Home ARP Program Home ARP Program		
0257852	03/06/26	P	Vivian Yip	0000031726	20,000.00
		Line Description:	Refund Permit EENC-24-0622		
0257853	03/06/26	P	ASSA ABLOY Entrance Systems US Inc	0000021745	208.82
		Line Description:	City Hall ADA Door Repair		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0257854	03/06/26	P	AT & T	0000001107		1,705.55
		Line Description:	Local Usage Balearic Center Fax 2310 Placentia Irrigation Fire Sta#1 Fire Alarm System Lions Park Senior Center Elevator Sr Ctr Fire Alarm			
0257855	03/06/26	P	AT & T	0000001107		550.38
		Line Description:	Internet-Fleet Svs Internet-Tennis Ctr 1/28-2/27/ Phone-Tennis Ctr 1/28-2/27/26 Internet-Skate Park Camera			
0257856	03/06/26	P	AT & T	0000001107		167.14
		Line Description:	911 Cama Trunks 2/14-3/13/26			
0257857	03/06/26	P	AT&T Mobility LLC	0000030878		1,181.46
		Line Description:	Fire MCT 12/27-1/26/26			
0257858	03/06/26	P	Agriserve Pest Control Inc	0000025268		3,185.00
		Line Description:	Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257859	03/06/26	P	Allstar Fire Equipment Inc	0000000986	814.47
		Line Description:	Leather Boots Hooks		
0257860	03/06/26	P	Alma Cabeje	0000031747	500.00
		Line Description:	Refund Permit 2009387.002		
0257861	03/06/26	P	Amtech Elevator Services	0000013616	6,384.00
		Line Description:	Late Fee CH Elevator Maint-Sep 25 CH Elevator Maint-Jul 25 CH Elevator Maint-Aug 25 MV Libraary Elevator Jul-Sep25		
0257862	03/06/26	P	Andrew Wilson	0000031731	8,000.00
		Line Description:	Refund Permit EENC-25-0655		
0257863	03/06/26	P	Angely Vallarta	0000029193	800.00
		Line Description:	Planning Comm Mtng Jan-Feb 26		
0257864	03/06/26	P	BPS Tactical Inc	0000023962	5,642.80
		Line Description:	Patrol Duty Ballistic Vests		
0257865	03/06/26	P	Barr & Clark Environmental	0000009300	1,590.00
		Line Description:	LBP Inspection-1164 Bismark Wy LBP Inspection-158 BrooklineLn		
0257866	03/06/26	P	Beau Hossler	0000029714	70.00
		Line Description:	Basketball Referee		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0257867	03/06/26	P	Bound Tree Medical LLC	0000011695		5,964.92
		Line Description:	EMS Supplies			
0257868	03/06/26	P	Bracken's Kitchen Inc	0000029468		13,588.31
		Line Description:	CMBS Meals 2/9-2/22/26			
0257869	03/06/26	P	Brandon Berge	0000031093		1,000.00
		Line Description:	Refund Permit EENC-25-0722			
0257870	03/06/26	P	Bryan Hernandez	0000031758		500.00
		Line Description:	Refund Permit 2009363.002			
0257871	03/06/26	P	Bureau Veritas North America Inc	0000016616		210.71
		Line Description:	Fire Plan Review			
0257872	03/06/26	P	CAPF	0000004755		2,271.50
		Line Description:	Firefighter LTD-Mar 2026			
0257873	03/06/26	P	CBE	0000015149		235.18
		Line Description:	Copier Maint 11/2012-12/19/25 Copier Maint 9/2-10/1/25 Dulicate Inv #2862590/2852904			
0257874	03/06/26	P	CHUBB	0000031158		7,423.74
		Line Description:	Long Term Care Ins-Jan 2026			
0257875	03/06/26	P	Carl Warren & Company	0000001578		4,192.50
		Line Description:	Claim Admin Fee-Feb 2026			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0257876	03/06/26	P	Continental Interpreting Services Inc	0000024355		775.00
		Line Description:	City Council Mtng Interpreting			
0257877	03/06/26	P	Costa Mesa High School Football Boosters	0000010105		500.00
		Line Description:	Refund Permit 2009364.002			
0257878	03/06/26	P	County of Orange	0000003486		1,289.90
		Line Description:	Report for Permit			
0257879	03/06/26	P	Craig Marshall	0000031769		5,745.00
		Line Description:	Stlment Claim Dated 7/31/25			
0257880	03/06/26	P	Cristel Villaba	0000031729		12,000.00
		Line Description:	Refund Permit EENC-24-0357			
0257881	03/06/26	P	D & R Office Works Inc	0000029056		1,801.55
		Line Description:	TARIFF ASSEMBLY DELY SALES TAX (7.75%) CHAIR			
0257882	03/06/26	P	Daniel Reyes	0000031746		12.50
		Line Description:	Refund Permit 2009384.002			
0257883	03/06/26	P	David Martinez	0000014476		800.00
		Line Description:	Planning Comm Mtng Jan-Feb 26			
0257884	03/06/26	P	David Simpson Construction Co Inc	0000031736		4,061.31

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Refund Permit BBCA-25-0101			
0257885	03/06/26	P	Dell Computer Corp	0000001962		2,232.23
		Line Description:	Keyborads Hub Monitor			
0257886	03/06/26	P	Diana Mondragon	0000031753		250.00
		Line Description:	Refund Permit 2009407.002			
0257887	03/06/26	P	Donald Patton Construction Inc	0000017644		10,000.00
		Line Description:	Refund Permit EENC-24-0701			
0257888	03/06/26	P	Donna's Radius Maps	0000026116		295.00
		Line Description:	Legal Notice			
0257889	03/06/26	P	Dylan Stone	0000031770		903.00
		Line Description:	Stlmnt Claim Date 1/20/26			
0257890	03/06/26	P	Eduardo Reyes	0000031762		3,199.00
		Line Description:	Tennis Instructor-Winter 26			
0257891	03/06/26	P	Entrust Janitorial LLC	0000030309		1,025.00
		Line Description:	Janitorial Svcs @ 3190 Airport			
0257892	03/06/26	P	Estelle Mitchell	0000023048		10.00
		Line Description:	Refund Permit 2009356.002			
0257893	03/06/26	P	FM Thomas Air Conditioning Inc	0000017151		7,574.67
		Line Description:	FS #6 Service Call			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Sr Cntr Service Call DRC Service Call DDL Service Call BCC Service Call Telecomm Service Call WSS Service Call Mesa Verded LibrarService Call NHCC Service Call Corp Yard Service Call			
0257894	03/06/26	P	Flex Technology Group LLC	0000031768		2,182.60
		Line Description:	Copier Maint 1/5-2/4/26 Copier Maint 12/5/25-1/4/26 Copier Maint 1/20-2/19/26 Copier Maint 12/5/25-1/4/26 Copier Maint 1/5-2/4/26 Copier Maint 12/20/25-1/19/26 Copier Maint 12/2/25-1/1/26			
0257895	03/06/26	P	Gabriela Isolina Jovel Cordova	0000031744		80.00
		Line Description:	Refund Permit 2009382.002			
0257896	03/06/26	P	Gensler	0000031100		3,800.00
		Line Description:	CM Fac Master Plan-Jan 2026			
0257897	03/06/26	P	Guadalupe Davila	0000028058		10.00
		Line Description:	Refund Permit 2009357.002			
0257898	03/06/26	P	H Hendy Associates Inc	0000031735		659.97
		Line Description:	Refund Permit BPCC-25-0114			
0257899	03/06/26	P	Hanks Electrical Supplies	0000002445		40.35
		Line Description:	Electrical Supplies			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257900	03/06/26	P	Hirsch Pipe & Supply Company Inc	0000026475	328.86
		Line Description:	Plumbing Supplies		
0257901	03/06/26	P	Human Resource Time Management LLC	0000031084	858.37
		Line Description:	TeleStaff Solution Consulting		
0257902	03/06/26	P	Interwest Consulting Group Inc	0000021505	1,575.00
		Line Description:	Ketchum Lion Pk Proj-Sep 25 Ketchum Lion Pk Proj-Oct 25 Ketchum Lion Pk Proj-Nov 25		
0257903	03/06/26	P	James Chung	0000031756	500.00
		Line Description:	Refund Permit 2009360.002		
0257904	03/06/26	P	James Snordan	0000029974	105.00
		Line Description:	Basketball Referee		
0257905	03/06/26	P	Japanese American Citizens League	0000031147	500.00
		Line Description:	Refund Permit 2009404.002		
0257906	03/06/26	P	Jeffrey Harlan	0000020142	800.00
		Line Description:	Planning Comm Mtng Jan-Feb 26		
0257907	03/06/26	P	Jessica Samson	0000031728	12,000.00
		Line Description:	Refund Permit EENC-24-0528		
0257908	03/06/26	P	Jonathan Zich	0000026312	800.00
		Line Description:	Planning Comm Mtng Jan-Feb 26		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257909	03/06/26	P	Jose Rojas	0000029411	800.00
		Line Description:	Planning Comm Mtng Jan-Feb 26		
0257910	03/06/26	P	Jose Silva	0000031757	750.00
		Line Description:	Refund Permit 2009362.002		
0257911	03/06/26	P	Juan Diaz	0000031730	8,000.00
		Line Description:	Refund Permit EENC-25-0036		
0257912	03/06/26	P	KKRJ LLC	0000012841	621.27
		Line Description:	TOT Refund INV-00043816		
0257913	03/06/26	P	Karen Klepack	0000030322	800.00
		Line Description:	Planning Comm Mtng Jan-Feb 26		
0257914	03/06/26	P	Katie Atkinson	0000031741	177.34
		Line Description:	Refund Permit 2009358.002		
0257915	03/06/26	P	Keegans Concrete Inc	0000030050	7,000.00
		Line Description:	Refund Permit EENC-25-0985		
0257916	03/06/26	P	Kelly Vo	0000031750	250.00
		Line Description:	Refund Permit 2009405.002		
0257917	03/06/26	P	Kieran Reynolds	0000031754	500.00
		Line Description:	Refund Permit 2009406.002		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257918	03/06/26	P	Kimball Midwest	0000006819	340.89
		Line Description:	Shop Supplies		
0257919	03/06/26	P	Kimley Horn & Associates Inc	0000005251	12,067.72
		Line Description:	Signal Modernization 1/31/26		
0257920	03/06/26	P	Kristin McIntyre	0000025510	500.00
		Line Description:	Refund Permit EENC-25-0152		
0257921	03/06/26	P	LC Action Police Supply	0000005638	11,556.19
		Line Description:	FIREARMS & ACCESSORIES		
0257922	03/06/26	P	LN Curtis & Sons	0000002983	294.45
		Line Description:	WILDLAND PPE		
0257923	03/06/26	P	Lexipol LLC	0000017141	7,869.21
		Line Description:	LEFTA FTO SOFTWARE		
0257924	03/06/26	P	MMASC	0000010997	125.00
		Line Description:	Annual Membership-Silvia K		
0257925	03/06/26	P	Madison Walker	0000031734	589.38
		Line Description:	Refund Permit BBSF-26-0002		
0257926	03/06/26	P	Maria Arevalo	0000031752	500.00
		Line Description:	Refund Permit 2009408.002		
0257927	03/06/26	P	Marilyn Mercado Lucero	0000031740	206.60
		Line Description:	Refund Permit RPMA-25-0512		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257928	03/06/26	P	Maride Gaytan Herrera	0000003630	10,000.00
		Line Description:	Refund Permit EENC-24-0861		
0257929	03/06/26	P	Megan McCrory	0000031759	12.50
		Line Description:	Refund Permit 2009370.002		
0257930	03/06/26	P	Michael Baker International Inc	0000024229	750.00
		Line Description:	Refund Permit 2009380.002		
0257931	03/06/26	P	Michael Estrada	0000031761	245.00
		Line Description:	Basketball Referee Basketball Referee Basketball Referee 2/9/26		
0257932	03/06/26	P	Michael McBride	0000031755	100.00
		Line Description:	Refund Permit 2009369.002		
0257933	03/06/26	P	Michelle Lopez	0000031743	100.00
		Line Description:	Refund Permit 2009381.002		
0257934	03/06/26	P	Mike Lin	0000031703	10,000.00
		Line Description:	Refund Permit EENC-25-0351		
0257935	03/06/26	P	Mollis & Mollis Inc	0000031760	550.00
		Line Description:	Rfnd Deposition Sbpn Rfnd Deposition Sbpn		
0257936	03/06/26	P	NAHRO	0000003279	741.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Membership Redevelopment Offic			
0257937	03/06/26	P	Nasrin Hosseini	0000030513		10.00
		Line Description:	Refund Permit 2009354.002			
0257938	03/06/26	P	Natali Carano	0000031748		750.00
		Line Description:	Refund Permit 2009388.002			
0257939	03/06/26	P	Nathaniel Gorham	0000031764		1,442.00
		Line Description:	Tennis Instructor-Winter 26			
0257940	03/06/26	P	Odell Concrete	0000031738		1,000.00
		Line Description:	Refund Permit EENC-25-0712			
0257941	03/06/26	P	Office Depot	0000003394		4,836.62
		Line Description:	Office Supplies-City Clerk Office Supplies-Engineering Office Supplies-City Manager Office Supplies-Police Animal Office Supplies-Finance Office Supplies-Council Office Supplies-Fire Office Supplies-Admin Srvs Rec Office Supplies-Police Trainin Office Supplies-Police Traffic Office Supplies-Police Records Office Supplies-Police Prop Ev Office Supplies-CEO-Comms Mark			
0257942	03/06/26	P	Orange County Dept of Education	0000000442		500.00
		Line Description:	Refund Permit 2009390.002			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0257943	03/06/26	P	Orange County United Way	0000011831		500.00
		Line Description:	Refund Permit 2009361.002			
0257944	03/06/26	P	Orion	0000004136		4,327.67
		Line Description:	FUSE FLARES			
0257945	03/06/26	P	PCH-NJB Basketball	0000031751		250.00
		Line Description:	Refund Permit 2009409.002			
0257946	03/06/26	P	Pacific Advanced Civil Engineering Inc	0000014386		624.00
		Line Description:	CIP Prep			
0257947	03/06/26	P	Pacific Medical Waste	0000029793		194.89
		Line Description:	Biohazard Disposal Nov 25			
0257948	03/06/26	P	Patrick Keye	0000031765		2,487.00
		Line Description:	Tennis Instructor-Winter 26			
0257949	03/06/26	P	Preferred Kitchen & Bath Inc	0000031739		500.00
		Line Description:	Refund Permit EENC-25-0856			
0257950	03/06/26	P	Primo Brands	0000031368		8,042.47
		Line Description:	WATER DELIVERY SERVICE PW WATER DELIVERY SERVICE Parks WATER DELIVERY SERVICE City Cl WATER DELIVERY SERVICE Council WATER DELIVERY SERVICE Dev Srv WATER DELIVERY SERVICE Finance WATER DELIVERY SERVICE CM WATER DELIVERY SERVICE HR WATER DELIVERY SERVICE PW			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:

WATER DELIVERY SERVICE-DS
WATER DELIVERY SERVICE Parks
WATER DELIVERY SERVICE-Parks
WATER DELIVERY SERVICE City Cl
WATER DELIVERY SERVICE Council
WATER DELIVERY SERVICE Finance
WATER DELIVERY SERVICE CM
WATER DELIVERY SERVICE DS
WATER DELIVERY SERVICE HR
WATER DELIVERY SERVICE PW
WATER DELIVERY SERVICE Parks
WATER DELIVERY SERVICE City Cl
WATER DELIVERY SERVICE Council
WATER DELIVERY SERVICE Finance
WATER DELIVERY SERVICE CM
WATER DELIVERY SERVICE HR
WATER DELIVERY SERVICE PW
WATER DELIVERY SERVICE Parks
WATER DELIVERY SERVICE HR
WATER DELIVERY SERVICE CM
WATER DELIVERY SERVICE City Cl
WATER DELIVERY SERVICE Finance
WATER DELIVERY SERVICE Dev Srv
WATER DELIVERY SERVICE Council
WATER DELIVERY SERVICE Council
WATER DELIVERY SERVICE Dev Srv
WATER DELIVERY SERVICE Finance
WATER DELIVERY SERVICE CM
WATER DELIVERY SERVICE HR
WATER DELIVERY SERVICE PW
WATER DELIVERY SERVICE Parks
WATER DELIVERY SERVICE City Cl
WATER DELIVERY SERVICE Council
WATER DELIVERY SERVICE Dev Srv
WATER DELIVERY SERVICE Finance
WATER DELIVERY SERVICE CM
WATER DELIVERY SERVICE HR
WATER DELIVERY SERVICE PW
WATER DELIVERY SERVICE Parks

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	WATER DELIVERY SERVICE City Cl WATER DELIVERY SERVICE Council WATER DELIVERY SERVICE Dev Srv WATER DELIVERY SERVICE Finance WATER DELIVERY SERVICE CM WATER DELIVERY SERVICE HR WATER DELIVERY SERVICE PW WATER DELIVERY SERVICE Parks WATER DELIVERY SERVICE City Cl			
0257951	03/06/26	P	Quadient Inc	0000028798		8,000.00
		Line Description:	Credit Line-February 2026			
0257952	03/06/26	P	RPW Services Inc	0000012440		1,820.00
		Line Description:	Rodent Control Community Garde Rodent Control Community Garde Citywide Weed Control			
0257953	03/06/26	P	RSI Group Inc	0000031733		4,869.68
		Line Description:	Refund Permit BPCC-26-0021			
0257954	03/06/26	P	Rafael Rodriguez	0000031018		105.00
		Line Description:	Basketball Referee			
0257955	03/06/26	P	Robert L Dickson Jr	0000003671		800.00
		Line Description:	Planning Comm Mtng Jan-Feb 26			
0257956	03/06/26	P	Rocketology, LLC	0000029934		425.00
		Line Description:	Guest Speaker LEAP Program			
0257957	03/06/26	P	Sandi Waite	0000023110		10.00
		Line Description:	Refund Permit 2009355.002			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0257958	03/06/26	P	Southern California Edison Company	0000004088		3,918.89
		Line Description:	2917-3171 RedHill 1/10-2/18/26 2612 Harbor 1/15-2/16/26 1952 Newport 1/28-2/26/26 1071 Bristol 1/20-2/18/26 348 E 17th 1/27-2/25/26 867 Prospect 1/23-2/23/26 3120 Manistee 1/23-2/23/26 1040 Paularino 1/16-2/17/26 2783 Bristol 1/16-2/17/26 2948 Bristol 1/15-2/16/26 2944 Bristol 1/15-2/16/26 FS#1 1/22-2/22/26 2301 Harbor 1/26-2/24/26 3349 Sakioka 1/27-2/25/26 3351 Sakioka 1/27-2/25/26 199 Broadway 401 Broadway 1/15-2/16/26 Medians Jan 26 2704 Harbor 1/22-2/22/26 555 1/2 Paularino 1/23-2/23/26 735 Baker 1/22-2/22/26			
0257959	03/06/26	P	Southern California Edison Company	0000004088		3,390.04
		Line Description:	SB Npt/ W Bay Planned Outage			
0257960	03/06/26	P	Southern California Gas Company	0000004092		12,155.89
		Line Description:	FS#1 1/26-2/25/26 Pool 1/21-2/20/26 BCC 1/26-2/25/26 Sr Ctr 1/21-2/20/26 DRC 1/21-2/20/26 721 James 1/21-2/20/26 717 James 1/21-2/20/26 FS#4 1/22-2/23/26			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	NHCC 1/21-2/20/26 FS#3 1/21-2/20/26 567 W 18th 1/21-2/20/26 FS#5 1/22-2/23/26 FS#6 1/28-2/27/26 FS#2 Corrected 11/24-12/23/25 FS#2 Corrected 10/23-11/24/25 FS#2 Corrected 12/23-1/23/26 Amount of Last Bill FS#2 1/23-2/24/26 Comm 1/22-2/23/26 Historical 1/21-2/20/26 2310 Placentia 1/22-2/23/26 2300 Placentia 2 1/22-2/23/26 PD 1/22-2/23/26			
0257961	03/06/26	P	Southern California Shredding Inc	0000025605		245.00
		Line Description:	On-Site Shredding Services PD On-Site Shredding Services On-Site Shredding Services			
0257962	03/06/26	P	Spectrum Gas Products	0000012653		454.04
		Line Description:	Medical Cyl Rent Oxygen Medical Medical Lg Cyl Rent Medical Cyl Rent Medical Lg Cyl Rent Medical Lg Cyl Rent			
0257963	03/06/26	P	State of California Dept of Justice	0000001534		2,326.00
		Line Description:	Livescan/Fingerprinting Servic			
0257964	03/06/26	P	Talimar Systems Inc	0000025939		872.24
		Line Description:	Code Desk Chair Code's Workstation			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0257965	03/06/26	P	Terrell Thorogood	0000030424		70.00
		Line Description:	Basketball Referee			
0257966	03/06/26	P	Tesla Insurance Services	0000029077		10,202.27
		Line Description:	Stlmnt Claim Dated 7/31/25			
0257967	03/06/26	P	The Counseling Team International	0000026352		1,015.00
		Line Description:	Consulting Svc-Jan 2026			
0257968	03/06/26	P	The Olson Company	0000031742		100.00
		Line Description:	Refund Permit 2009391.002			
0257969	03/06/26	P	Theresa Nguyen	0000031745		600.00
		Line Description:	Refund Permit 2009383.002			
0257970	03/06/26	P	Third Wave Corporation	0000025874		8,095.00
		Line Description:	ITSP CONSULTING			
0257971	03/06/26	P	Timothy Martin	0000031749		250.00
		Line Description:	Refund Permit 2009389.002			
0257972	03/06/26	P	Tom Hackwith Concrete Impressions	0000031732		2,500.00
		Line Description:	Refund Permit EENC-24-0430			
0257973	03/06/26	P	Townsend Public Affairs Inc	0000021510		13,650.00
		Line Description:	Feb 26 Leg Adovacy Grant Writi Jan 26 Leg Ad Grant Writing Se			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257974	03/06/26	P	Trang Nguyen	0000029103	10,000.00
		Line Description:	Refund Permit EENC-23-0300		
0257975	03/06/26	P	Turnout Maintenance Company LLC	0000020182	391.12
		Line Description:	Fire Apparel Fire Apparel		
0257976	03/06/26	P	Tyler Technologies Inc	0000027279	10,392.00
		Line Description:	Conf Package- Kathia Conf Package Jennifer Santijar Conf Package-Jonathan Jenning Conf Package-Christopher Yeage Conf Package-Arnold Antonio Conf Package-Nory Solares Conf Package-Nikki Johnson Conf Package-Nader Noorani		
0257977	03/06/26	P	US Bank	0000002228	7,261.50
		Line Description:	Payroll 26-04		
0257978	03/06/26	P	Uline	0000010970	1,965.29
		Line Description:	Supplies for Property		
0257979	03/06/26	P	UniFirst Holdings Inc	0000030616	84.70
		Line Description:	CMBS Walk Off Mats		
0257980	03/06/26	P	United Site Services of California Inc	0000015552	149.01
		Line Description:	Portable Toilet Srvs 1/28-2/24 Portable Toilet Srvs 1/28-2/24		
0257981	03/06/26	P	Vedat Demir	0000030773	7,000.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Refund Permit EENC-25-0429			
0257982	03/06/26	P	Verizon Wireless	0000008717		1,587.78
		Line Description:	WIRELESS PHONE 1/18-2/17/26			
0257983	03/06/26	P	Vy Do	0000031704		104.00
		Line Description:	Refund Business License			
0257984	03/06/26	P	Woodstone Corporation	0000031737		3,500.00
		Line Description:	Refund Permit EENC-25-0851			
0257985	03/06/26	P	Youssef Timour	0000031763		1,988.00
		Line Description:	Tennis Instructor-Winter 26			
					TOTAL	**$1,653,604.91**

End of Report

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
021348	3/11/2026	V	Gerald W Stucky	0000004172	01/30/26	(1,014.00)
		Line Description:	Bank account closed.			
021522	3/11/2026	V	Wayne Riedmann	0000006022	01/30/26	(826.50)
		Line Description:	Check returned due to bank acccount closed.			
021600	3/11/2026	V	Julian Trevino	0000006835	02/06/26	(24.00)
		Line Description:	Bank account closed.			
					TOTAL	**($1,864.50)**

(826.50)
(24.00)
(1,014.00)
755,420.59
1,623,759.88
2,929.83
(1,135.00)
(150.00)
(1,002.93)
0.00

$ 2,377,957.87

End of Report

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0256697	3/11/2026	V	AJ Portables Inc	0000029728	12/05/25	(1,135.00)
		Line Description:	Service not used.			
0256934	3/11/2026	V	California Municipal Revenue & Tax Assn	0000012161	12/19/25	(150.00)
		Line Description:	Duplicate payment.			
0257588	3/11/2026	V	Daniels Tire Service	0000001922	02/13/26	(1,002.93)
		Line Description:	Invoice does not belong to City.			
					TOTAL	**($2,287.93)**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258001	03/13/26	O	Southern California Edison Company *Line Description:* Overflow	0000004088	0.00
0258022	03/13/26	O	Galls LLC *Line Description:* Overflow	0000002297	0.00
				TOTAL	**0.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021664	03/13/26	P	Brenda Green	0000021417	95.05
		Line Description:	2026 CA Election Books		
021665	03/13/26	P	Carlos Diaz	0000013277	215.00
		Line Description:	CA Police Chiefs Trang Symp		
021666	03/13/26	P	Costa Mesa Employees Association	0000006284	4,578.01
		Line Description:	Payroll Deduction 26-06		
021667	03/13/26	P	Costa Mesa Firefighters Association	0000001812	8,655.50
		Line Description:	Payroll Deduction 26-06		
021668	03/13/26	P	Costa Mesa Police Association	0000001819	7,980.00
		Line Description:	Payroll Deduction 26-06		
021669	03/13/26	P	Costa Mesa Police Management Assn	0000005082	315.00
		Line Description:	Payroll Deduction 26-06		
021670	03/13/26	P	Erik Nippert	0000026147	473.00
		Line Description:	ICI Child Abuse		
021671	03/13/26	P	Gerald W Stucky	0000004172	1,014.00
		Line Description:	Qtrly Retiree Medical Payments Qtrly Retiree Medical Payments		
021672	03/13/26	P	Granicus LLC	0000015382	12,508.00
		Line Description:	ANNUAL MAINTENANCE		
021673	03/13/26	P	Jason Chamness	0000014287	215.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	CA Police Chiefs Trng Symp			
021674	03/13/26	P	Jennifer Ruffalo	0000021381		414.00
		Line Description:	Central Sq Conf			
021675	03/13/26	P	Jones Mayer	0000014653		19,929.18
		Line Description:	#139729-Hernandez #139738-Ohio House Abatement #139730-Homeless Task Force #139722-440 Fair Dr/1179 NP #139731-Insight Psychology #139720-2280 Newport Blvd #139717-113 Clearbrook Ln #139716-1095 Sea Bluff Dr #139732-Jamboree Housing #139726-Farrell Harrison #139727-FDC #139734-May #139733-Leik #139735-Mood #139725-Becker #139728-Harvey #139741-Oshiro #139743-Rivera #139747-Wilson #139767-OKeefe #139745-Schaefer #139768-Percival #139724-Alexander #139744-Salehpour #139737-OC v OCNEP #139739-Ohio House #139719-227 Mesa Dr #139746-Veramancini #139718-1963 Wallace #139721-374 Woodland #139723-599 W Wilson		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	#139740-One Metro West			
021676	03/13/26	P	Julian Trevino	0000006835		24.00
		Line Description:	Field Training Officer Update Field Training Officer Update			
021677	03/13/26	P	Laura Davis	0000012465		894.05
		Line Description:	Women Undercover/Investigation			
021678	03/13/26	P	Mercy House	0000003138		403,836.49
		Line Description:	CMBS Ops Dec 2025 CMBS Ops January 2026			
021679	03/13/26	P	Olivia Rogers	0000025187		414.00
		Line Description:	Central Sq Conf			
021680	03/13/26	P	Priceless Pet Rescue	0000026000		40,000.00
		Line Description:	Shelter Adoption Srvs March 26			
021681	03/13/26	P	Scott Stafford	0000012020		215.00
		Line Description:	CA Police Chief Tring Symp			
021682	03/13/26	P	Travel Costa Mesa	0000024750		253,305.31
		Line Description:	BIA Feb 2026			
021683	03/13/26	P	Costa Mesa Executive Club	0000006286		340.00
		Line Description:	Payroll Deduction 26-06			
					TOTAL	**$755,420.59**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257986	03/13/26	P	660 Baker Holding LLC	0000031772	30,000.00
		Line Description:	Refund Permit EENC-25-0644		
0257987	03/13/26	P	All Traffic Solutions Inc	0000025936	19,861.48
		Line Description:	SpeedAlert 24 Radar Message		
0257988	03/13/26	P	BrightView Landscape Services Inc	0000026055	415,460.30
		Line Description:	Landscape Maint-Jan 2026 Irrigation Repair-Jan 2026 Landscape Maint-Feb 2026		
0257989	03/13/26	P	Cellebrite USA Inc	0000021707	18,500.00
		Line Description:	Annual Subscription to Guardia		
0257990	03/13/26	P	Charter Communications	0000011202	21,675.74
		Line Description:	237940101-NHCC Public WiFi 240159901-DRC Internet Svs 244133301-BCC Internet Svs 237940001-CH Hub Network Svs 237926201-City Hall Video Svs 237926701-City Hall Video Svs 237927001-Fire Sta #6 Network 237927101-Parks Admin Network 237930101-City Hall Video Svs 237939101-Fire Sta #1 Network 237939301-Fire Sta #2 Network 237939401-Fire Sta #3 Network 237940301-Library Public WiFi 237940501-Fire Sta #4 Network 2377927201-Senior Center Netwo 237926401-City Hall Public WiF 237926601-Senior Center Intern 237926801-City Hall Network/Vi 237938801-NHCC Network Svs		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	237939201-DRC Network Svs 237927601-BCC Network Svs 237925901-PD Public WiFi 237929301-PD Video Svs 237926501-PD Video Svs 237927301-West Side Substation 256807001-PD-Warehouse Network 256806901-City Connect-PD Ware 253883901-Lions Park Caf? Inte 252590301-PD Warehouse Interne 243645501-Code Enforcement Int 237940401-Fire Sta #4 Internet 237939901-Code Enforcement Net 237939601-Bridge Shelter Netwo 237939501-SCP Substation Netwo 237939001-Parks @ Corp Yard Pu 237938901-Bridge Shelter Video 237938701-Bridge Shelter Publi 237938601-CH Basement Internet 237927801-City Hall Internet S 237927401-Corp Yard Network Sv			
0257991	03/13/26	P	Families Forward Inc	0000024105		161,070.77
		Line Description:	TBRA Prog Oct-Dec 2025 TBRA Prog Jul-Sep 2025			
0257992	03/13/26	P	Lyons Security Service Inc	0000027168		74,119.50
		Line Description:	24 Hr Security Lions Park Security SC December 2025 24 Hr Security Lions Park Security SC January 2026			
0257993	03/13/26	P	Metro Builders & Engineering Ltd	0000006443		97,434.38
		Line Description:	Retention City Proj 24-12/231 City Proj 24-12 Tewinkle Park			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257994	03/13/26	P	Newport Mesa Unified School District	0000003339	67,365.10
		Line Description:	Developer Fee-Feb 2026		
0257995	03/13/26	P	Orange County Treasurer Tax Collector	0000003489	30,781.75
		Line Description:	Parking Citation Jan 2026		
0257996	03/13/26	P	Performance Truck Repair Inc	0000030587	51,494.61
		Line Description:	526-Coolant Leak 526-Coolant Leak 526-Engine Repair 524-Engine Repair		
0257997	03/13/26	P	Pinnacle Petroleum, Inc	0000029315	23,229.71
		Line Description:	PD Unleaded Fuel Tank #7		
0257998	03/13/26	P	Project Hope Alliance	0000027373	21,219.00
		Line Description:	25-26 Sub-Recipient Agreement		
0257999	03/13/26	P	SCA of CA, LLC	0000029971	123,927.87
		Line Description:	Bi-Weekly Pressure Wash Bus Sh Street Sweeping Residential St		
0258000	03/13/26	P	Southern California Edison Company	0000004088	198,453.48
		Line Description:	702 1/2 Victoria 1/30-3/2/26 360 W Wilson 1/29-3/1/26 Signals Feb 26 3460 Smalley 2/2-3/3/26 Joann St Bike Trail Feb 26 Sr Ctr 1/29-3/1/26 1624 Gisler 2/2-3/3/26 1035 Park Crest 2/3-3/4/26		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	3129 Harbor 2/2-3/3/26 Davis Field 1/29-3/1/26 Parks Maint Feb 26 885 Junipero 2/3-3/4/26 NHCC 1/29-3/1/26 Sunflower/Plaza Feb 26 Loan8670 Sunflower/Plaza Feb26 702 Victoria 1/30-3/2/26 DRC 1/30-3/2/26 SD Fwy On/Off Feb 26 Tennis Ctr 2/3-3/4/26 Npy Fwy/Baker Feb 26 19th/Npt Feb 26 Baker/Royal Palm Feb 26 Loan8690 St Lights Feb 26 St Lights Feb 26 Fac & Equip Feb 26 Volcom Sk8 Park 980 Arlington 2/3-3/4/26 970 Arlington 2/3-3/4/26 2750 Fairview 2/3-3/4/26 1895 Irvine 2/2-3/3/26			
0258002	03/13/26	P	Statewide Traffic Safety & Signs	0000004432		25,615.00
		Line Description:	Emergency Traffic Control Emergency Traffic Control Emergency Traffic Control Emergency Traffic Control			
0258003	03/13/26	P	The Lincoln National Life Insurance Co	0000030039		16,356.46
		Line Description:	Critical Ill Feb 26 Accident Ins Feb 2026			
0258004	03/13/26	P	Yunex LLC	0000029573		32,485.82
		Line Description:	Paularino&Jian Way Install 2 N Traffic Signal Resp Jan 26			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Traffic Signal Maint Jan 26 Newport&Fair Install City Supp			
0258005	03/13/26	P	4Leaf Inc	0000029711		796.00
		Line Description:	Fire Plan Review-Jan 2026			
0258006	03/13/26	P	AT & T	0000001107		979.16
		Line Description:	Red Phone Fire Sta#6 Red Phone Fire Sta#4 Red Phone Fire Sta#1 Red Phone Fire Sta#2 Red Phone Fire Sta#3 Red Phone Fire Sta#5 PRI Circuit Inbound Trunk Fire Emergency Line Jack Hamett Sports Complex WSS Alarm DRC Fire Alarm Lions Park Baseball Field NHCC Fire Alarm			
0258007	03/13/26	P	AT & T	0000001107		193.87
		Line Description:	Internet-Tennis Center Mar 26 Phone-Tennis Center Mar 26			
0258008	03/13/26	P	All American Asphalt	0000000971		1,807.34
		Line Description:	Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258009	03/13/26	P	AlphaGraphics Irvine	0000030093	781.19
		Line Description:	Decal Sets for E-Bikes/Install		
0258010	03/13/26	P	Beau Hossler	0000029714	105.00
		Line Description:	Basketball Referee 3/4/26		
0258011	03/13/26	P	City of Huntington Beach	0000002599	5,659.00
		Line Description:	Booking Fee-Jan 2026 Booking Fee-Dec 2025 Helicopter Svc-Nov 2025 Helicopter Svc-Dec 2025 Helicopter Svc-Jan 2026		
0258012	03/13/26	P	Community Catalyst	0000030590	14,000.00
		Line Description:	Consulting Staffing Svc-Jan 26		
0258013	03/13/26	P	Consolidated Office Systems	0000018680	1,745.91
		Line Description:	Replacement Acoustic Panels		
0258014	03/13/26	P	County of Orange	0000003486	1,129.32
		Line Description:	Teletype Srvs January 26		
0258015	03/13/26	P	Daniels Tire Service	0000001922	3,426.52
		Line Description:	Warehouse Stock Warehouse Stock Warehouse Stock Warehouse Stock Warehouse Stock		
0258016	03/13/26	P	Demetrius Mayhand	0000030111	105.00
		Line Description:	Basketball Referee-3/9/26		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258017	03/13/26	P	Denovo Ventures, LLC	0000011506	666.54
		Line Description:	Imprement Expense-Nov 2025		
0258018	03/13/26	P	Dudek	0000011416	10,817.31
		Line Description:	CAAP 9/27/25-10/24/25		
0258019	03/13/26	P	Eduardo Iniestra	0000029307	500.00
		Line Description:	DJ Services for Spring Bark Ba		
0258020	03/13/26	P	Entenmann Rovin Company	0000002130	232.07
		Line Description:	Flat Badge		
0258021	03/13/26	P	Galls LLC	0000002297	11,213.78
		Line Description:	Uniform-Peralta Uniform Credit Uniform Credit Uniform-Barnes Uniform-Reeker Uniform-Gutierrez Uniform-Working Uniform-Rogers Uniform-Fricke Uniform-Gonzales Uniform-Nunez Uniform-Luevano Uniform-Trujillo Gas Mask Harnss/Responder Kit Uniform-Reddy Uniform-Wirtzer Uniform-Alegado Safety Vest-McMahon Uniform-Katz Uniform-Rios		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Uniform-Stewart		
0258023	03/13/26	P	Harbor Pointe Air Conditioning & Control	0000030908	2,230.08
		Line Description:	WSS Roof Svc Call Historical Soc Roof Svc Call FS #3 Roof Svc Call		
0258024	03/13/26	P	Human Options Inc	0000002593	13,446.27
		Line Description:	Second Step Transition Housing Second Step Transition Housing		
0258025	03/13/26	P	Industrial Container Services, LLC	0000031622	1,302.91
		Line Description:	METAL TRASH CANS FOR PARKS		
0258026	03/13/26	P	Irvine Ranch Water District	0000005112	608.63
		Line Description:	308 University 2/5-3/5/26 258 Brentwood 2/5-3/5/26 220 23rd 2/5-3/5/26 170 Del Mar 2/5-3/5/26 106 Del Mar 2/5-3/5/26 2603 Elden 2/5-3/5/26 261 Monte Vista 2/5-3/5/26		
0258027	03/13/26	P	James Snordan	0000029974	105.00
		Line Description:	Basketball Referee 3/4/26		
0258028	03/13/26	P	Labonte Pumbing Inc	0000031774	800.00
		Line Description:	Refund Permit EENC-25-0595		
0258029	03/13/26	P	Langlois Fancy Frozen Foods	0000030651	261.59
		Line Description:	Jail Food Services		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258030	03/13/26	P	LineGear Fire & Rescue Equipment	0000026007	274.76
		Line Description:	FIRE EQUIPMENT		
0258031	03/13/26	P	Loomis	0000019082	466.21
		Line Description:	ARMORED CAR SERVICES		
0258032	03/13/26	P	Los Angeles Times	0000003000	1,286.00
		Line Description:	Legal Publications		
0258033	03/13/26	P	MetLife Legal Plans Inc	0000014707	5,701.50
		Line Description:	MetLife Legal Premium Feb 26		
0258034	03/13/26	P	Mobile Home Improvement	0000015213	11,820.00
		Line Description:	Rehab Grant 525 Fairfax Dr #20 Rehab Grant-903 W 17th St #31		
0258035	03/13/26	P	Napa Auto & Truck Parts	0000012968	9,655.09
		Line Description:	Parts Feb 2026		
0258036	03/13/26	P	National Construction Rentals Inc	0000003288	1,777.44
		Line Description:	TEMPORARY FENCING FOR CITY PRO		
0258037	03/13/26	P	National Data & Surveying Services	0000021249	330.00
		Line Description:	Volume&Speed Traffic Counts		
0258038	03/13/26	P	NeWave Construction Inc	0000024108	5,450.00
		Line Description:	Installation of concrete slab		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258039	03/13/26	P	Noah Witus	0000031773		464.99
		Line Description:	Refund Permit BIRF-26-0022			
0258040	03/13/26	P	NorMed	0000003366		970.00
		Line Description:	FIRST AID AND SAFETY SUPPLIES			
0258041	03/13/26	P	Olson Urban Housing	0000029403		7,500.00
		Line Description:	Refund Permit PS20-00224			
0258042	03/13/26	P	Omari Smith	0000029906		105.00
		Line Description:	Basketball Referee 3/9/26			
0258043	03/13/26	P	Orange Coast Plumbing Inc	0000009431		2,722.16
		Line Description:	Vista Park-Service Call Heller Park-Service Call			
0258044	03/13/26	P	Orange County Treasurer-Tax Collector	0000003489		11,314.46
		Line Description:	25-26 Property Tax 778 Shalima			
0258045	03/13/26	P	Public Law Center	0000031664		2,250.00
		Line Description:	Legal Assistance			
0258046	03/13/26	P	Pyxis Water Systems Inc	0000015837		10,000.00
		Line Description:	TW Park Lake Maint Oct 25 TW Park Lake Maint Sept 25 TW Park Lake Maint Aug 25 TW Park Lake Maint July 25			
0258047	03/13/26	P	Quadient Inc	0000028798		416.62
		Line Description:	Central Srvs Supplies			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258048	03/13/26	P	Reece Plumbing LAC	0000002711	196.99
		Line Description:	Plumbing Supplies		
0258049	03/13/26	P	Resource Environmental, Inc.	0000031667	950.00
		Line Description:	City Proj 25-13 Demo Shalimar Retention City Proj 25-13/201		
0258050	03/13/26	P	Rincon Truck Center Inc	0000013236	480.13
		Line Description:	V-Band Clamps Air Springs Credit		
0258051	03/13/26	P	Rosell Surveying & Mapping Inc	0000022724	6,500.00
		Line Description:	On Call Land Surveying On-Call Land Surveying Srvs		
0258052	03/13/26	P	Scott Fazekas & Associates Inc	0000003961	1,215.92
		Line Description:	Consulting Plan Check Srvs		
0258053	03/13/26	P	SiteOne Landscape Supply LLC	0000024133	798.21
		Line Description:	Installation Material for Park		
0258054	03/13/26	P	Southside Towing	0000014300	438.00
		Line Description:	725-Tow		
0258055	03/13/26	P	StandUp for Kids, Inc.	0000030323	9,874.96
		Line Description:	Home ARP Program		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258056	03/13/26	P	The Code Group Inc	0000025073		3,871.60
		Line Description:	Consulting Plan Check Srvs			
0258057	03/13/26	P	The Solis Group	0000030649		154.00
		Line Description:	Adams Ave Bicycle Fac Proj			
0258058	03/13/26	P	Trellis	0000025584		8,072.09
		Line Description:	CDBG Public Srv Grant Q1 CDBG Public Srv Grant			
0258059	03/13/26	P	UniFirst Holdings Inc	0000030616		84.70
		Line Description:	CMBS Walk Off Mats			
0258060	03/13/26	P	Ware Disposal Inc	0000000255		9,027.20
		Line Description:	March 2026-Bulky Item James St Refuse March 26			
0258061	03/13/26	P	Waterline Technologies Inc	0000014520		429.65
		Line Description:	DRC Pool Treatment			
0258062	03/13/26	P	Waxie Sanitary Supply	0000004480		2,311.24
		Line Description:	JANITORIAL AND SANITARY SUPPLI			
0258063	03/13/26	P	West Coast Arborists Inc	0000004498		3,764.00
		Line Description:	Tree Canopy Srvs 2/1-2/15/26 Prkwy Median Tree Maint 2/1-2/			
0258064	03/13/26	P	Westates Marking Devices	0000004505		558.51
		Line Description:	Desk Name Plates & Stamps			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258065	03/13/26	P	Williams Data Management	0000018503		564.99
	Line Description:		DATA STORAGE Feb 26			
					TOTAL	**$1,623,759.88**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258066	03/13/26	P	Pamela Lilly	0000025324	750.00
		Line Description:	Payroll Deduction 26-06		
0258067	03/13/26	P	State of California	0000001546	1,404.60
		Line Description:	Payroll Deduction 26-06		
0258068	03/13/26	P	State of California	0000001546	419.46
		Line Description:	Payroll Deduction 26-06		
0258069	03/13/26	P	State of California	0000001546	355.77
		Line Description:	Payroll Deduction 26-06		
				TOTAL	**$2,929.83**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258163	03/20/26	O	Southern California Edison Company *Line Description:* Overflow	0000004088	0.00
				TOTAL	0.00

113,102.07
28,732.70
1,294,459.76
0.00
0.00

$ 1,436,294.53

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021685	03/19/26	O	US Bank *Line Description:* Overflow	0000002228	0.00
021686	03/19/26	O	US Bank *Line Description:* Overflow	0000002228	0.00
021687	03/19/26	O	US Bank *Line Description:* Overflow	0000002228	0.00
				TOTAL	**0.00**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
021684	03/19/26	P	US Bank	0000002228		113,102.07

Line Description:
Keyboard/Mouse/Mouse Pad-WC
Unmanned Aircraft Cert Test
Coffee/Food-Fld Train Prog Mtg
Online Sub
American Planning Assoc Member
Planning Commision Business Me
Pens
Event Entry
Sgt Meeting Food/Coffee
Employee Recognition Snack
Filler-Employee RecognitionGft
Monthly Charge for Council
Registration for Mark Khou
Tuition-CHIA Conf-2 OFCs
Lodging-Crash Data Retrieve-1
Mesa Water
Meals-Public Meetings
Canva Subscription Admin
Tuition-SWAT-2 OFCs
Tuition-FTO Upd-3 OFCs
Tuition-Driving PSP-6 OFCs
Tuition-Engage Conf-2 OFCs
Tuition-Background Inv-1 OFC
Tuition-Glock Armorer-3 OFCs
Floor Mats
Cordless Telephone
Auto Parts-Zebra Printer
Replacement Radio Control Head
Credit-Hotel
Office Supplies
Annual Subs Renewal
Annual Conf Registration
Hotel Reservations CSMFO
Working Lunch-Budget Team
Particle Reagent CSI
Digital Storage-Case/Computer
Shipping Materials-Return Bulk

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:
Glass Dry Erase Board Sta3
File Sharing Prog Admin CPR St
Fire Academy PT Gear Glen Lind
Repair of Sta 5 Washing Machin
Dept Conf Call Line
Coffee Command Staff Meeting
Annual Chief Officer Planning
Hotel-Leadership Class Cpt Tur
Audible-Pro Dev Book
Safety Glasses
Food-Command Staff Meeting
Hand Tools
Safety Boots
Event Supplies
Nursery Supplies
Make Music Day
Tools
Pool Permit
Office Supplies
Grammarly Subscription
CPR/AED/1st Aid Certification
Lifeguard Instructor Recertifi
CPRS Conf & Expo-LF
Replace Switch Controller-Teen
Drinks/Food/Supp-Tennis Ctr
Office Supp-Day Camp
Safety Items-Day Camp
Excursion Fees-Day Camp 2/18
#2 FAA Remote ID Modules Train
Rec Equip-ROCKS
Office Supp-ROCKS
Promo Items-ROCKS
Arts&Crafts Supp-ROCKS
Tuition
Textbook
Fire Marshal Classes
Tools-Fields
Eggs-Spring Fest
Health Items-ROCKS

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Office Equipment-ROCKS			
			Excursion Fee-Day Camp 2/19			
			Coffee			
			Fuel-501			
			Presentation Clicker-City Comp			
			S-404 Safety Class CMFR Traini			
			Rec Equip-LEAP			
			Office Supp-LEAP			
			Health Items-LEAP			
			Office Equip-LEAP			
			Art&Craft Supp-LEAP			
			Calendars			
			Toll Fee-Unit 506			
			Clean CMFR Tablecloths			
			Supplies- Sta 4 Classroom			
			Water & Gatorade Sta 4 3 2			
			Supplies for Ps Trax Class Tra			
			Messag for On-Line Queing			
			On-Line Queing Systems Feb 26			
			Mohtly Fee On-Line Meeting Pla			
			Paper-Card Making			
			Facility Maint Supp			
			Filing Storage Bins			
			ID Cards-Membership			
			Supp-Coffee Station			
			Playing Cards-Bridge Class			
			Senior Book Club Library Fee			
			Costco,Spotify,Cricut Monthly			
			Meet & Greet			
			Office Supplies			
			Credit-Office Supplies Return			
			CDL Test Fee			
			Candy-Tabling Events			
			Coffee Svc Supp-NHCC			
			Office Calendar-NHCC			
			Candy/Supp-Color Rush			
			Office Supp-Teen Prog			
			Supp-Tie Dye Activity			
			Tshirts/Supp-Color Rush			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description:

Hat/Shirt Press-Teen Ctr
Supp-Spray Paint Activity
Teen Excursion Parking Fee
Teen Ctr Excursion-Movie Tix
Trainings
Labor Codes
Meet and Greet
Oral Board Meals
Conf Registration
Jod Advertisement
OCHR Membership Renewal
Retirement Tile Supplies
Office Supplies
Office Supp-NHCC
Refresh/Supp-Lunar New Year
Office Microwave Replacement
Photoprints/CtrPieces-Brkfst S
Small Tools
Ergonomic Office Chair
Pizza-Feb Veterans Group Mtg
Supp/Refreshments-Access Fair
Cleaning Supp-Kitchen
Supp-Staff Led Craft Class
UBI Keyport Parapull 5-Pack
Office Supplies Basement Offic
USB Cables for CH Training Roo
Macbook Chargers
Logitech Headphones
HPC Optics for HPE Aruba
Malwarebytes 12 Month Supply
Apple Chargers Iphone Charger
Thunderbolt Cables Anker Charg
Door Stops
Keyboard/Mouse
Coffee Supplies
Labelmaker Tape
On-Time Credit Purchase
Curser Pro Monthly Sub Fee
Office Supplies/Paper Goods/Co

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt

Line Description: Bagels/Coffee/Supplies PD Reco
Monthly and Annual Subs
Conf Reg CM Reynolds
City Council Meeting Food
Ribbon Council Sympathy Cards
Donation A Taste of Whats Ahea
Donation Ticket MLK Luncheon-M
Flight US Mayors Conf-Stephens
Parking for Meeting with OCTA
Bag Fee-Mayors Conf Washington
Business Meeting Mator and MPT
Dinner-Mayors Conf in Washingt
Lodging- CM Conf Washington DC
Uber-Mayors Conf in Washington
Tuition-Title 15-2 OFCs
Shipping Glock Front Sights
Tuition-Covert Entry-2 OFCs
Lodging-Train Mgrs Crs-1 OFC
Tuition-Mental Health-5 OFCs
Tuition-Public Rec Act-1 OFC
Adv Room Dep-CHIA Conf-3 OFCs
Airfare-Central Square Conf-3
Tuition-CalECPA,Complex Iss-1
Tuition-Event Data Recorder-1
Tuition-Turn Down Hear-3 OFCs
Lodging-Skidmark Analysis-1 OF
Tuition-CARealTimeSummit-4 OFC
Tuition-Ebike Instructor-1 OFC
Tuition-Interview/Interr-1 OFC
Tuition-RealTime Crime Anlys-2
Tuition-Sig Sauer Armorer-1 OF
Cups/Glasses-Employee Recognit
iCloud Storage
Client Rideshare
Professional Dev Conf
Client Certif for Employ
Clent Doc Fees for Employment
Professional Dev CPR Training
Client Cerfitication for Emplo

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Client Vital Recors Birth Cert			
			Monthly Sub			
			Airline Tickets Tyler Conf			
			SWAT Tools			
			Court Parking			
			CSS Meeting Food			
			Coffee Machine Keys			
			Sgt Meeting Food/Water			
			Training Class Parking Fee			
			Leadership & Accnt Code Traini			
			Shirts/Onesies			
			iCloud Monthly Fee			
			Citizen's Academy Items			
			Social Analytics Monitor Subsc			
			Registration Planning Commissi			
			Calendar-Live Scan			
			Citizens Academy Items			
			Volunteer Geri Bday Food			
			Volunteer Event- VendorDeposit			
			2 Airline Tickets Dev Srvs			
			Credit Safety Boots Aaron T			
			IPad Pro Case Chief of Inspect			
			AC Yrly Org Welfare Law/Handbk			
			Animal Svs Supp-Kennel/AC Truc			
			Dog Food			
			Uniforms			
			Lodging-PD Chief Symposium-3 O			
			FAA Drone Test			
			Replacement Printer-Records			
			Office Supplies			
			Safety Vests-Engineer Staff			
			Mnthly Mtg/Lunch Reg-Engineer			
			Office Supplies			
			Electric Meter			
			FS#4 Panel Upgrade			
			Coaxial Cable-Civic Ctr Gate			
			CNG Fuel-Unit 342			
			Hose Adapters-Patch Truck			
			Extension Adapter-Grinder Vacu			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Plates and Napkins Commission			
			Food for Commission and Commit			
			ACMs Seat Assignmnt League of			
			ACMs Change of Flight League O			
			Monthly Subs			
			501-Oil Change			
			PCBA-MPA2-1350 ICU			
			Auto Parts/Supplies			
			License Plates-5 Units			
			Mechanical Pump Adaptor			
			Noise Cancel Headphone/Protect			
			Monthly Subs			
			Coffee Supplies for CMO			
			Office Supplies			
			Conference-Travel			
			Conference-Parking			
			Subs for CM			
			Monthly Subs			
			Office Supplies			
			Subs for Assistant CM			
			Business Meeting with DS			
			Phone Covers for CM Phone			
			Flights and Luggage CM Conf			
			Credit Seat Selection Flight			
			Registration for CCMF Receptio			
			OCTEC-Refund			
			Staff Shirts			
			Personal Charge			
			Business Meetings			
			OCTEC Memberships			
			OCTEC Registration			
			Office Supplies-Transportation			
			Hardware-Brentwood Park Sign			
			Lobby Furniture			
			Luncheon Registration CR Manag			
			Reconnection Outreach Client			
			Emergency Cold Weather Shelter			
			ACMs Transport Airport League			
					TOTAL	**$113,102.07**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021688	03/20/26	P	Enterprise Rent A Car	0000002131	7,132.34
		Line Description:	Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental		
021689	03/20/26	P	Harrison Schwab	0000026985	1,500.00
		Line Description:	College Tuition Reimb 2025-26		
021690	03/20/26	P	Hoon Jo	0000029756	1,581.56
		Line Description:	CALNENA Conf		
021691	03/20/26	P	Jacob Banks	0000030484	116.00
		Line Description:	Gang Investigation 1/5-1/9/26		
021692	03/20/26	P	Jose Soto	0000029602	1,250.00
		Line Description:	College Tuition Reimb Summer25		
021693	03/20/26	P	SHI International Corp	0000016007	16,460.00
		Line Description:	ESET PREMIUM SUPPORT RENEWAL-1 ESET PROTECT COMPLETE CLOUD 10		
021694	03/20/26	P	Travis Johnson	0000021574	692.80
		Line Description:	College Tuition Reimb-Win 2026		
				TOTAL	**$28,732.70**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258070	03/20/26	P	Ardurra Group, Inc.	0000030147	127,696.85
		Line Description:	Fairview Rd Rehab-Jan 26 Fairview Rd Rehab-Feb 26		
0258071	03/20/26	P	Bound Tree Medical LLC	0000011695	18,904.26
		Line Description:	EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies		
0258072	03/20/26	P	CI Services Inc	0000022211	214,470.73
		Line Description:	Retaintion #25-05 NHCC Roof Replacement		
0258073	03/20/26	P	Denovo Ventures, LLC	0000011506	160,096.27
		Line Description:	ERP Implement Consulting ERP Implement Consulting ERP Implement Consulting		
0258074	03/20/26	P	Elegant Construction Inc.	0000031633	56,050.00
		Line Description:	Retention #25-07/#700139 Ketchum Libolt Pk Impv #700139		
0258075	03/20/26	P	Endemic Environmental Services Inc	0000021277	155,289.22
		Line Description:	Coastal Sage Restore 2/1-2/15 Coastal Sage Restore 1/16-1/31 FVP Wetland Maint 2/1-2/15		
0258076	03/20/26	P	LC Action Police Supply	0000005638	72,572.86
		Line Description:	FIREARMS & ACCESSORIES		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258077	03/20/26	P	LINA	0000015623		39,048.03
		Line Description:	Retiree Life Mar 26 LTD Ins Prem Mar 26 Voluntary Life Mar 26 NYL Admin Fee Feb 26 Active Life/AD&D Mar 26			
0258078	03/20/26	P	National Auto Fleet Group	0000021631		96,664.00
		Line Description:	Eight (8) Light Towers for Par			
0258079	03/20/26	P	Nex Tech Systems Inc	0000020700		37,104.65
		Line Description:	VARIOUS TRAFFIC SIGNAL NETWORK			
0258080	03/20/26	P	The Lincoln National Life Insurance Co	0000030039		16,256.70
		Line Description:	STD Ins Premium Mar 26			
0258081	03/20/26	P	WSP USA Environment & Infrastructure Inc	0000029873		33,206.00
		Line Description:	NPDES Industrial/Comm Inspecti			
0258082	03/20/26	P	A & A Wiping Cloth Inc	0000018633		2,844.60
		Line Description:	Warehouse Stock			
0258083	03/20/26	P	AT & T	0000001107		3,613.53
		Line Description:	Smallwood Park 800 Mhz Radio Link IT Computer Room DRC Alarm Cool Line for PD TeWinkle Park PD Emergency Line DID Trunk Line			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Outgoing Trunk Line Estancia Park Wakeham Park			
0258084	03/20/26	P	AVNI Enterprises Inc	0000030676		1,737.65
		Line Description:	Parts for Fire Apparatus			
0258085	03/20/26	P	Abound Food Care	0000029712		7,389.66
		Line Description:	Food Recovery Svc-Jan 2026 Food Recovery Svc-Feb 2026			
0258086	03/20/26	P	Advanced Chemical Transport Inc	0000002951		5,061.35
		Line Description:	Hazardous Waste Pickup			
0258087	03/20/26	P	Advantage Color Graphics	0000025397		4,601.24
		Line Description:	Postcard Mailer Printing Svc			
0258088	03/20/26	P	Agriserve Pest Control Inc	0000025268		630.00
		Line Description:	Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services Plant Healthcare Services			
0258089	03/20/26	P	Alisa Ochoa	0000029944		300.00
		Line Description:	Art Comm Mtng Jan-Mar 2026			
0258090	03/20/26	P	Allison Mann	0000001338		300.00
		Line Description:	Art Comm Mtng Jan-Mar 2026			
0258091	03/20/26	P	Athletic Field Specialists	0000023215		1,200.00
		Line Description:	JHSF Application			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258092	03/20/26	P	B & H Photo Video Inc	0000006056	155.35
		Line Description:	Mount Adapter		
0258093	03/20/26	P	BCS Consultants	0000029856	481.40
		Line Description:	Installation of 4 Network Drop		
0258094	03/20/26	P	Beginners Edge Sports Training LLC	0000027270	1,853.80
		Line Description:	Instructor Payment-Winter 26		
0258095	03/20/26	P	Bob Barker Company Inc	0000021223	3,658.84
		Line Description:	SAFETY & HYGIENE PRODUCTS		
0258096	03/20/26	P	Brandice Leger	0000030845	300.00
		Line Description:	Park/Comm Svc Comm Mtng		
0258097	03/20/26	P	Brendan Ford	0000031457	300.00
		Line Description:	Art Comm Mtng Jan-Mar 2026		
0258098	03/20/26	P	Brian Hillard Karate	0000030959	5,392.40
		Line Description:	Instructor Payment-Winter 26 Instructor Payment-Winter 26		
0258099	03/20/26	P	CHUBB	0000031158	5,169.57
		Line Description:	Long Term Care Ins-Feb 2026		
0258100	03/20/26	P	CLEA	0000004754	4,320.00
		Line Description:	Police Officer LTD-Mar 2026		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258101	03/20/26	P	California Building Standards Commission	0000020577		4,381.40
		Line Description:	Bldg Standard Fee Jul-Sept 26 Bldg Standard Fee Oct-Dec 26			
0258102	03/20/26	P	Charlene M Ashendorf	0000017428		300.00
		Line Description:	Art Comm Mtng Jan-Mar 2026			
0258103	03/20/26	P	Cintas First Aid and Safety	0000031629		488.72
		Line Description:	FIRST AID KIT REFILLS			
0258104	03/20/26	P	Citygate Associates	0000012070		403.13
		Line Description:	Fire Consulting Svc			
0258105	03/20/26	P	Continental Interpreting Services Inc	0000024355		700.00
		Line Description:	Interpreting Svc-CC Mtng 2/17			
0258106	03/20/26	P	Costa Mesa Auto Glass	0000010001		2,948.38
		Line Description:	Window Tint-#129 Window Tint-#333 Window Tint-#196 Window Tint-#334 Window Tint-#781 Window Tint-#744			
0258107	03/20/26	P	Cristian Garcia Arcos	0000030747		300.00
		Line Description:	Paark/Comm Svc Comm Mtng			
0258108	03/20/26	P	Daniels Tire Service	0000001922		5,383.40
		Line Description:	Warehouse Stock Warehouse Stock Warehouse Stock			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258109	03/20/26	P	Data Ticket Inc	0000010929		9,997.48
		Line Description:	Prkng Citation Process-Jan 202			
0258110	03/20/26	P	Deborah Wondercheck	0000029941		300.00
		Line Description:	Art Comm Mtng Jan-Mar 2026			
0258111	03/20/26	P	Ecolab Pest Elimination	0000024420		2,446.05
		Line Description:	Pest Control Svc-Feb 2026 Pest Control Svc Feb-Apr 2026			
0258112	03/20/26	P	Elizabeth Dorn Parker	0000029192		300.00
		Line Description:	Paark/Comm Svc Comm Mtng			
0258113	03/20/26	P	Elysian Arts & Events, LLC	0000030538		1,955.20
		Line Description:	Instructor Payment-Winter 26			
0258114	03/20/26	P	Erica Lucia	0000029943		300.00
		Line Description:	Art Comm Mtng Jan-Mar 2026			
0258115	03/20/26	P	FJ Construction & Dev LLC	0000031787		4,000.00
		Line Description:	Refund Permit EENC-25-0638			
0258116	03/20/26	P	Fast 5 Costa Mesa 6 LLC	0000024446		416.00
		Line Description:	City Car Wash-Feb 20266 CMPD Car Wash-Feb 2026			
0258117	03/20/26	P	Fieldman Rolapp & Associates Inc	0000024519		474.00
		Line Description:	Annual Debt Transparency Rpt			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258118	03/20/26	P	Fisher Derderian	0000030055		300.00
		Line Description:	Art Comm Mtng Jan-Mar 2026			
0258119	03/20/26	P	Flex Technology Group LLC	0000031768		29.51
		Line Description:	Copier Maint 2/5-3/4/26			
0258120	03/20/26	P	Ford Fleet Care	0000026262		14,807.54
		Line Description:	Car Repair-Feb 2026			
			Car Parts-Feb 2026			
0258121	03/20/26	P	Forensic Nurse Specialists Inc	0000014039		5,800.00
		Line Description:	Victim Physical-Feb 2026			
0258122	03/20/26	P	Fuel Pros Inc	0000026476		750.00
		Line Description:	DO Inspection-FS #6			
			DO Inspection-CY			
			DO Inspection-FS #2			
0258123	03/20/26	P	G & W Towing	0000002289		374.00
		Line Description:	Towing Svc-#709			
			Towing Svc-#725			
0258124	03/20/26	P	Galls LLC	0000002297		452.69
		Line Description:	Uniform			
			Uniforms			
			Uniforms			
			Uniforms			
			Uniforms			
			Uniforms			
			Supervisor Patches			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258125	03/20/26	P	Grainger	0000002393	88.45
		Line Description:	Hardware		
0258126	03/20/26	P	Harbor Pointe Air Conditioning & Control	0000030908	13,591.01
		Line Description:	Sr Cntr Service Call Sr Center Service Call Service Call-Sr Cntr Sr Center Service Call		
0258127	03/20/26	P	Interwest Consulting Group Inc	0000021505	1,487.23
		Line Description:	Fire Plan Review-Jan 2026 Fire Plan Review-Dec 2025 Fire Plan Review-Oct 2025 Fire Plan Review-Oct 2025 Fire Plan Review-Sep 2025		
0258128	03/20/26	P	Jacob Husen	0000031455	300.00
		Line Description:	Paark/Comm Svc Comm Mtng		
0258129	03/20/26	P	Jamison Engineering Contractors Inc	0000015713	5,500.00
		Line Description:	City Hall & Police Dept. Sump		
0258130	03/20/26	P	Jason Komala	0000031456	300.00
		Line Description:	Paark/Comm Svc Comm Mtng		
0258131	03/20/26	P	Jeffrey Magy	0000031777	8,200.00
		Line Description:	Settlement Claim dated 3/28/25		
0258132	03/20/26	P	Kelly Brown	0000029489	300.00
		Line Description:	Paark/Comm Svc Comm Mtng		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258133	03/20/26	P	LN Curtis & Sons	0000002983		239.60
		Line Description:	WILDLAND PPE			
0258134	03/20/26	P	LineGear Fire & Rescue Equipment	0000026007		354.50
		Line Description:	FIRE EQUIPMENT			
0258135	03/20/26	P	Linscott Law & Greenspan Engineers Inc	0000010877		403.00
		Line Description:	Del Mar Ave Bicycle Facility			
0258136	03/20/26	P	M & T Construction Builders Inc	0000031781		2,000.00
		Line Description:	Refund Permit EENC-25-0807			
0258137	03/20/26	P	Melad & Associates	0000005068		4,843.03
		Line Description:	Consulting Plan Check Srvs			
0258138	03/20/26	P	Merrimac Energy Group	0000021566		1,550.00
		Line Description:	FS 3 Fuel Tank Rental			
0258139	03/20/26	P	MetLife Legal Plans Inc	0000014707		5,656.50
		Line Description:	MetLife Legal Premium Mar 26			
0258140	03/20/26	P	Mouse Graphics	0000001170		1,510.30
		Line Description:	Vinyl Wrap Utility Box Art Pro			
0258141	03/20/26	P	National Data & Surveying Services	0000021249		260.00
		Line Description:	Volume & Speed Traffic Counts			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0258142	03/20/26	P	OCEMT Corp	0000007421	8,185.00
		Line Description:	OCEMT PARAMEDIC CLASS 25 TUITI SHIPPING COURSE MATERIALS		
0258143	03/20/26	P	Omari Smith	0000029906	105.00
		Line Description:	Baketball Referee-3/11/26		
0258144	03/20/26	P	Onward Engineering	0000003212	10,338.95
		Line Description:	Prof Eng Design Srvs Adams Ave		
0258145	03/20/26	P	Oracle America Inc	0000003419	2,910.34
		Line Description:	MICROFOCUS VISUAL COBOL		
0258146	03/20/26	P	Orange Coast Plumbing Inc	0000009431	2,741.85
		Line Description:	Wilson Park- Srvs Call		
0258147	03/20/26	P	PEAC Solutions	0000031369	3,970.10
		Line Description:	Copier Lease-City Clerk Copier Lease-Matin Svc Copier Lease-Planning Copier Lease-FD Admin Copier Lease-City Mgr Copier Lease-Building Copier Lease-Finance Copier Lease-CMBS Copier Lease-Fin Copier Lease-PD Copier Lease-IT Copier Lease-Park & Comm Svc Copier Lease-HR		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258148	03/20/26	P	Pacific Medical Waste	0000029793		199.90
		Line Description:	Biohazard Disposal Feb 26			
0258149	03/20/26	P	Pat Hill	0000002532		481.00
		Line Description:	Instructor Payment-Winter 26			
0258150	03/20/26	P	Paulette Suiter	0000026820		1,491.75
		Line Description:	Instructor Payment-Winter 26			
0258151	03/20/26	P	Performance Truck Repair Inc	0000030587		4,910.38
		Line Description:	Pump Testing			
0258152	03/20/26	P	Portal Languages-Costa Mesa	0000031444		195.00
		Line Description:	Instructor Payment-Winter 26			
0258153	03/20/26	P	Prestige Paving Company Inc.	0000031571		9,808.46
		Line Description:	Retention Proj #25-09/#210016			
0258154	03/20/26	P	Quinn Company	0000023844		2,528.00
		Line Description:	127-PM Service 145-PM Service			
0258155	03/20/26	P	Quisitive Ltd.	0000030316		4,564.35
		Line Description:	MS EXCHANGE MIGRATION			
0258156	03/20/26	P	RPW Services Inc	0000012440		1,630.00
		Line Description:	Citywide Weed Control Rodent Control City Garden			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258157	03/20/26	P	Rafael Rodriguez	0000031018		105.00
		Line Description:	Basketball Referee 3/11/26			
0258158	03/20/26	P	Safariland LLC	0000005415		282.33
		Line Description:	CSI & Patrol Supplies			
0258159	03/20/26	P	Shayanne Wright	0000030053		300.00
		Line Description:	Paark/Comm Svc Comm Mtng			
0258160	03/20/26	P	SiteOne Landscape Supply LLC	0000024133		7,553.69
		Line Description:	Technical Services for Irrigat			
0258161	03/20/26	P	Skyhawks Sports Academy LLC	0000004040		772.20
		Line Description:	Instructor Payment-Winter 26			
0258162	03/20/26	P	Southern California Edison Company	0000004088		6,279.65
		Line Description:	745 W 19th 2/4-3/5/26 Shalimar Park 2/9-3/10/26 Arlington Ped X 2/10-3/11/26 3175 Airway 2/10-3/11/26 1587 Sunflower 2/9-3/10/26 1990 Placentia 2/5-3/8/26 3191 Red Hill 2/10-3/11/26 152 Baker 2/10-3/11/26 2293 Canyon 2/6-3/9/26 567 W18th 2/4-3/5/26 1350 S Coast 2/9-3/10/26 Vet Hall 2/6-3/9/26 BCC 2/6-3/9/26 980 Arlington 2/10-3/11/26 350 Bristol 2/10-3/11/26 2590 Placentia B 2/6-3/9/26 3190 Red Hill 2/10-3/11/26			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	980 Arlington 2/10-3/11/26 1050 Arlington 2/10-3/11/26 1071 Arlington 2/10-3/11/26 721 James Apt C 2/6-3/9/26 707 W 18th 2/6-3/9/26 711 W 18th 2/6-3/9/26 734 James 2/6-3/9/26 740 James 2/6-3/9/26 744 James 2/6-3/9/26 745 W 18th 2/6-3/9/26 717 & 721 James 2/6-3/9/26			
0258164	03/20/26	P	Station Automation, Inc	0000031055		2,622.00
		Line Description:	CONTROLLED SUBSTANCE MODULE-AN			
0258165	03/20/26	P	Tumble-N-Kids Inc	0000030098		9,087.00
		Line Description:	Instructor Payment-Winter 26			
0258166	03/20/26	P	Turnout Maintenance Company LLC	0000020182		262.00
		Line Description:	Cleaned Fire Apparel			
0258167	03/20/26	P	Two Vets Tripods	0000031693		3,298.00
		Line Description:	Equipment for Four Shooting Tr			
0258168	03/20/26	P	US Bank	0000002228		6,385.28
		Line Description:	Payroll 26-05			
0258169	03/20/26	P	UniFirst Holdings Inc	0000030616		84.70
		Line Description:	CMBS Walkoff Mats 2/23			
0258170	03/20/26	P	Unlimited Raingutters Inc	0000025506		2,300.00
		Line Description:	Repair the Downspout @ Mesa Ve			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0258171	03/20/26	P	Verizon Wireless	0000008717		4,215.55
		Line Description:	WIRELESS PHONE 1/18-2/17/26 FIRE IPADS 1/18-2/17/26 WIRELESS PHONE 1/18-2/17/26 WIRELESS PHONE 1/18-2/17/26			
0258172	03/20/26	P	Vistify, Inc	0000031374		630.00
		Line Description:	Digital Graphic Dec & Jan Digital Graphic Feb 2026			
0258173	03/20/26	P	Walk 'n Rollers	0000029782		4,437.40
		Line Description:	Bicycle Safety Education Progr			
0258174	03/20/26	P	World Oil Environmental Services	0000001088		145.00
		Line Description:	Waist Oil Pick Up			
0258175	03/20/26	P	Z&K Consultants, Inc	0000029416		8,064.90
		Line Description:	On-Call PW/Engineering Staff			
0258176	03/20/26	P	Zoll Medical Corporation	0000021290		2,714.90
		Line Description:	AUTOPULSE AND DEFIBRILLATORS AUTOPULSE AND DEFIBRILLATORS			
					TOTAL	**$1,294,459.76**

End of Report

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-211 **Meeting Date:** 4/7/2026

TITLE:

MINUTES

DEPARTMENT: **City Manager's Office/City Clerk's Division**

RECOMMENDATION:

City Council approve the minutes of the March 10, 2026 meeting.

REGULAR STUDY SESSION MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 10, 2026 – MINUTES

CALL TO ORDER –The Study Session meeting was called to order by Mayor Stephens at 5:02 p.m.

ROLL CALL
Present: Council Member Buley, Council Member Gameros, Council Member Pettis, Council Member Marr (arrived at 5:27 p.m., via Zoom Webinar pursuant to Government Code Section 54953), Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Absent: None.

STUDY SESSION ITEM:

1. FACILITIES MASTER PLAN FOR CITY OWNED FACILITIES PRESENTATION

Presentation by Mr. Sethuraman, Public Works Director, and Mr. Adkins, Ms. Qi, consultants with M. Arthur Gensler Jr. & Associates, Inc. and Bureau Veritas.

Public Comments:

Ralph Taboada, Costa Mesa, spoke on prioritizing the Capital Improvement Projects, and on a complete facilities plan including parks, streets, etc.

Cynthia McDonald spoke in support of a complete facilities plan, and spoke on the upgrades needed at the Tennis Center.

ACTION:
City Council provided feedback to on the Facilities Master Plan.

ADJOURNMENT – Mayor Stephens adjourned the Study Session at 7:08 p.m.

DRAFT

Minutes adopted on this 7th day of April, 2026.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

DRAFT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-196 **Meeting Date:** 4/7/2026

TITLE:

FINAL MAP FOR TRACT NO. 19351 LOCATED AT 220, 222, 234 and 236 VICTORIA STREET, COSTA MESA, CALIFORNIA

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER (714) 754-5335

RECOMMENDATION:

Staff recommends the City Council approve the final map for Tract No. 19351, located at 220, 222, 234, and 236 Victoria Street, and authorize the signing of the Map by the City Engineer and the City Clerk.

BACKGROUND:

During its regularly scheduled meeting on June 9, 2025, the Planning Commission recommended to City Council denial for a Master Plan to construct forty (40) residential condominium units with attached garages at these addresses: 220, 222, 234, and 236 Victoria Street.

However, the City Council, during its regularly scheduled meeting on July 15, 2025, approved the aforementioned project.

In addition, the City Council also approved the tentative map for Tract No. 19351, which consists of merging two lots (1.77acres) into one lot; and the Conditions of Approval (Attachment 1).

ANALYSIS:

This subdivision map will merge lots 71 and 72 of Tract No. 57 of Miscellaneous Maps, in the office of the County Recorder of Orange County, California. The final tract map (Attachment 2) is in substantial conformance with the tentative tract map approved by the City Council and has been checked and found to be technically correct.

The final tract map includes the dedication of an easement for ingress and egress for emergency and public security vehicle purposes; and the release and relinquishment of access rights to Victoria Street, except at approved access locations to be accepted by the City.

ALTERNATIVES:

No alternatives were considered since this item is administrative in nature.

FISCAL REVIEW:

There is no fiscal impact to the City for the approval of the recommended action. All Tract Map filing fees have been paid.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project supports the following City Council goal:

- Diversify, Stabilize, and Increase Housing to Reflect Community Needs.

CONCLUSION:

Staff recommends the City Council approve the Final Map for Tract No. 19351, located at 220, 222, 234, and 236 Victoria Street, and authorize the signing of the Map by the City Engineer and the City Clerk.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-196 **Meeting Date:** 4/7/2026

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ALTERNATIVES:

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FISCAL REVIEW:

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LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project supports the following City Council goal:

- Diversify, Stabilize, and Increase Housing to Reflect Community Needs.

CONCLUSION:

Staff recommends the City Council approve the Final Map for Tract No. 19351, located at 220, 222, 234, and 236 Victoria Street, and authorize the signing of the Map by the City Engineer and the City Clerk.

CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. BOX 1200

PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

April 22, 2025

Costa Mesa Planning Commission
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

SUBJECT: Tentative Tract No. 19351
LOCATION: 220 Victoria Street

Dear Commissioners:

Tentative Tract Map No. 19351 as furnished by the Planning Division for review by the Public Works Department consists of subdividing two lots into one numbered lot for condominium purposes. Tentative Tract Map No. 19351 meets with the approval of the Public Works Department, subject to the following conditions:

1. The Tract shall be developed in full compliance with the State of California Subdivision Map Act and the City of Costa Mesa Municipal Code (C.C.M.M.C.), except as authorized by the Costa Mesa City Council and/or Planning Commission. The attention of the Subdivider and his engineer is directed to Section 13-208 through 13-261 inclusive, of the Municipal Code.

2. The Subdivider shall conduct soil investigations and provide the results to the City of Costa Mesa Engineering and Building Divisions pursuant to Ordinance 97-11.

3. Copy of the Final Tract Map shall be submitted to the Engineering Division for checking. Map check fee shall be paid per C.C.M.M.C. Section 13-231.

4. A current copy of the title search shall be submitted to the Engineering Division with the first submittal of the Final Tract Map.

5. Dedicate an ingress/egress easement to the City for emergency and public security vehicles purposes only. Maintenance of easement shall be the sole responsibility of a Homeowners Association formed to conform to Section 13-41 (e) of the C.C.M.M.C.

6. Vehicular and pedestrian access rights to Victoria Street shall be released and relinquished to the City of Costa Mesa except at approved access locations.

7. Dedicate easements as needed for public utilities.

8. Prior to recordation of a Final Tract Map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Subarticle 12, Section 7-9-337 of the Orange County Subdivision Code.

9. Prior to recordation of a Final Tract Map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital-graphics file of said map in a manner described in Subarticle 12, Section 7-9-337 of the Orange County Subdivision Code.

10. Survey monuments shall be preserved and referenced before construction and replaced after construction, pursuant to Section 8771 of the Business and Profession Code.

11. The elevations shown on all plans shall be based on the County of Orange Benchmark Datum.

12. Prior to recordation of a Final Tract Map, submit required cash deposit or surety bond to guarantee monumentation. The deposit amount shall be determined by the City Engineer.

13. Submit required cash deposit or surety bond to guarantee construction of off-site street improvements at time of permit per Section 15-32, C.C.M.M.C. and as approved by City Engineer. Amount to be based on construction cost estimate prepared by Engineer and approved by City Engineer. The Subdivider and City shall enter into an agreement for the installation of the offsite improvements as provided in Section 66462 of the California Subdivision Map Act.

14. Prior to occupancy on the Tract, the surveyor/engineer shall submit to the City Engineer a Digital Graphic File, reproducible mylar of the recorded Tract Map, an approved Offsite Plan and nine copies of the recorded Tract Map.

15. Submit for approval to the City of Costa Mesa preliminary plans that shows the undergrounding of utility poles along the project's frontage, including any poles across the street which are only servicing the existing property and that will not be utilized to the extent practical or feasible.

16. Submit for approval to the City of Costa Mesa final design plans approved for construction that shows all proposed above and/or underground utilities within the public right-of-way required for the construction of this project. Any proposed facilities within the public right-of-way shall be approved by the City Engineer including but not limited to water, power, gas or telecommunication services.

17. Construct a common area for passive recreation purposes in front of the project as shown on the preliminary landscape plan. The maintenance of this area shall be responsibility of the homeowner association. All improvements in the public right-of-way associated with the passive recreation area shall be subject to the approval of the City Engineer.

18. Obtain an Encroachment Permit from the City of Costa Mesa, Engineering Division, at the time of development and then remove any existing driveways and/or curb depressions that will not be used and replace with full height curb and sidewalk.

19. Obtain an Encroachment Permit from the City of Costa Mesa, Engineering Division, at the time of development and then reconstruct P.C.C. sidewalk per City of Costa Mesa Standards as shown on the Offsite Plan, including four (4) feet clear around obstructions in the sidewalk.

20. Obtain an Encroachment Permit from the City of Costa Mesa, Engineering Division, at the time of development and then construct P.C.C. driveway approaches per City of Costa Mesa Standards as shown on the Offsite Plan. Location and dimensions are subject to the approval of the Transportation Services Manager.

21. Submit for approval to the City of Costa Mesa, Engineering Division, Street Improvement and Storm Drain Plans, that show Sewer and Water Improvements, prepared by a Civil Engineer registered in the State of California.

22. Construct a catch basin within the public right-of-way and connect to the City storm drain system.

23. Prior to the issuance of the certificate of occupancy, the two existing 8" diameter storm drains downstream of the project site on Victoria Place shall be replaced with 18" diameter reinforced concrete pipes. This improvement shall be completed to the satisfaction of the City Engineer and prior to slurry sealing the roadway.

24. Fulfill City of Costa Mesa Drainage Ordinance No. 06-19 requirements prior to approval of Final Tract Map

25. The Subdivider's engineers shall furnish the Engineering Division a hydrology/hydraulics study to the City of Costa Mesa showing existing and proposed facilities and the method of draining this area and tributary areas without exceeding the capacity of any street or drainage facility on-site or off-site. This study to be furnished with the first submittal of the Final Tract Map. Cross lot drainage shall not occur.

26. In order to comply with the latest Drainage Area Management Plan (DAMP), the proposed Project shall prepare a Water Quality Management Plan (WQMP) conforming to the Current National Pollution Discharge Elimination System (NPDES) and the Model WQMP, prepared by a Licensed Civil Engineer, which shall be submitted to the City of Costa Mesa Engineering Divisions for review and approval.
    - A WQMP (Priority) shall be maintained and updated as needed to satisfy the requirements of the adopted NPDES program. The plan shall ensure that the existing water quality measures for all improved phases of the project are adhered to.
    - Location of BMPs shall not be within the public right-of-way.

27. Ownership and maintenance of the private on-site drainage facilities, BMPs, parkway culverts and other common areas shall be transferred by the owner to the Homeowner Association to be formed pursuant to the C.C.M.M.C. Section 13-41 (e) and said association shall indemnify and hold harmless the City of Costa Mesa for any liability arising out of or in any way associated with the connection of the private drainage system with the City's drainage system and shall execute and deliver to the City of Costa Mesa the standard (indemnity) Hold Harmless Agreement required for such conditions prior to issuance of permits.

28. All sewer improvements shall meet the approval of the Costa Mesa Sanitary District; call (949) 631-1731 for information.

29. All water system improvements shall meet the approval of Mesa Water District; call (949) 631-1200 for information.

30. Obtain approval for the planting and species of trees in the public right-of-way from the City Arborist.

31. Restore the roadway surface by slurry sealing along the project's frontage to the satisfaction of the City Engineer.

Sincerely,

Seung Yang

Seung Yang, P. E.
City Engineer

SHEET 1 OF 4 SHEETS

ALL OF TENTATIVE TRACT NO. 19351
1 NUMBERED LOT
AREA: 1.766 ACRES, GROSS
DATE OF SURVEY: NOVEMBER, 2023

TRACT NO. 19351

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 71 AND 72 OF TRACT NO. 57, AS PER MAP FILED IN BOOK 10, PAGE 3 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CA ENGINEERING, INC. KENT COOPER L.S. 9322 NOVEMBER, 2023

FOR CONDOMINIUM PURPOSES

ACCEPTED AND FILED
AT THE REQUEST OF
FIRST AMERICAN TITLE INSURANCE COMPANY

DATE _____

TIME _____ FEE $_____

INSTRUMENT NO. _____

BOOK _____ PAGE _____

HUGH NGUYEN
COUNTY CLERK–RECORDER

BY: _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF COSTA MESA AN INGRESS AND EGRESS EASEMENT OVER LOT 1 FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES.

WE HEREBY RELEASE AND RELINQUISH TO THE CITY OF COSTA MESA ALL VEHICULAR ACCESS RIGHTS TO VICTORIA STREET, EXCEPT AT APPROVED ACCESS LOCATIONS.

WMC, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____

TITLE: _____ TITLE: _____

BENEFICIARY

LESLIE & AUDREY NICHOLSON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BENEFICIARY UNDER DEED OF TRUST RECORDED OCTOBER 20, 2023 AS INSTRUMENT NO. 2023000257427 OF OFFICIAL RECORDS.

BY: _____

PRINT NAME: _____

TITLE: _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
) SS
COUNTY OF _____)

ON _____, BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____

_____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____
NOTARY PUBLIC IN AND FOR SAID STATE

_____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION EXPIRES _____.

COMMISSION NUMBER _____.

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STATE OF _____)
) SS
COUNTY OF _____)

ON _____, BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____

_____,

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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WITNESS MY HAND

SIGNATURE _____
NOTARY PUBLIC IN AND FOR SAID STATE

_____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION EXPIRES _____.

COMMISSION NUMBER _____.

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

E.P. BRYAN, GEORGIA H. BRYAN, L.T. BRADFORD, H.H. COTTON AND VICTORIA L. COTTON, HOLDERS OF AN EASEMENT FOR RIGHTS OF WAY FOR PIPE LINES, DITCHES AND AQUEDUCTS, TELEPHONE AND TELEGRAPH LINES, LIGHT AND POWER LINES AND STREETS OR ROADS, AND A RIGHT OF WAY OR EASEMENTS FOR RAILROAD PURPOSES PER DOCUMENT RECORDED APRIL 19, 1916 IN BOOK 285, PAGE 44, OF DEEDS.

BANK OF AMERICA, SUCCESSOR IN INTEREST TO HELLMAN COMMERCIAL TRUST AND SAVINGS BANK, HOLDER OF RIGHTS OF WAY FOR PIPE LINES, DITCHES AND AQUEDUCTS, TELEPHONE AND TELEGRAPH LINES, AND LIGHT AND POWER LINES PER DOCUMENT RECORDED DECEMBER 30, 1925 IN BOOK 621, PAGE 344, OF DEEDS.

COUNTY TREASURER – TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 2026.

SHARI L. FREIDENRICH
COUNTY TREASURER – TAX COLLECTOR

BY: _____
TREASURER – TAX COLLECTOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WMC, LLC IN NOVEMBER, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 12 MONTHS AFTER MAP RECORDATION; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

_____
KENT COOPER L.S. 9322 DATE

LICENSED LAND SURVEYOR
KENT COOPER
NO. 9322
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY COUNCIL; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2026.

_____
SEUNG WOOK YANG, R.C.E. NO. 66786
EXPIRATION DATE: 09/30/2026
CITY ENGINEER, CITY OF COSTA MESA

REGISTERED PROFESSIONAL ENGINEER
SEUNG WOOK YANG
NO. C 66786
EXP. 9/30/2026
CIVIL
STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
CITY OF COSTA MESA) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF COSTA MESA AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2026, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE CITY OF COSTA MESA:

1. INGRESS AND EGRESS EASEMENT OVER LOT 1 FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES.

2. THE VEHICULAR ACCESS RIGHTS TO VICTORIA STREET, AS RELEASED AND RELINQUISHED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF COSTA MESA.

DATED THIS _____ DAY OF _____, 2026.

_____
BRENDA GREEN
CITY CLERK OF THE CITY COUNCIL
OF THE CITY OF COSTA MESA

CITY OF COSTA MESA CALIFORNIA
CITY OF THE ARTS
INCORPORATED 1953

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2026.

_____
BY: LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR
P.L.S. 8402.

SHEET 2 OF 4 SHEETS

ALL OF TENTATIVE TRACT NO. 19351
1 NUMBERED LOT
AREA: 1.766 ACRES, GROSS
DATE OF SURVEY: NOVEMBER, 2023

TRACT NO. 19351

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA

CA ENGINEERING, INC. KENT COOPER L.S. 9322 NOVEMBER, 2023

FOR CONDOMINIUM PURPOSES

DATUM STATEMENT

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83 (2017.50 EPOCH O.C.S. GPS ADJUSTMENT).

ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A MEAN COMBINATION FACTOR OF 0.99997163.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS NO. 6195 AND GPS NO. 6196, BEING NORTH 89°38'35" WEST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

SURVEYOR'S BOUNDARY NOTE

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

RECORD REFERENCES

R1 TRACT NO. 16990, M.M. 918/38–42.

R2 TRACT NO. 14731, M.M. 695/3–5.

R3 TRACT NO. 11869, M.M. 517/10–11.

R4 TRACT NO. 11435, M.M. 510/13–14.

R5 PARCEL MAP, P.M.B. 167/17–18.

R6 TRACT NO. 17709, M.M. 940/47–50.

R7 RECORD OF SURVEY NO. 2002–1030, R.S.B. 191/47–48.

R8 TRACT NO. 57, M.M. 10/3.

R9 RECORD OF SURVEY NO. 80–1115, R.S.B. 102/13–14.

R10 RECORD OF SURVEY NO. 2021–1129, R.S.B. 329/5–33.

R11 PARCEL MAP NO. 2015–114, P.M.B. 391/42–43.

R12 TRACT NO. 16946, M.M. 886/1–2.

R13 TRACT NO. 14513, M.M. 689/1–2.

R14 RECORD OF SURVEY NO. 79–1107, R.S.B. 11/24–26.

R15 CORNER RECORD 2019–2948.

EASEMENT NOTES

AN EASEMENT FOR RIGHTS OF WAY FOR PIPE LINES, DITCHES AND AQUEDUCTS, TELEPHONE AND TELEGRAPH LINES, LIGHT AND POWER LINES AND STREETS OR ROADS, AND A RIGHT OF WAY OR EASEMENTS FOR RAILROAD PURPOSES IN FAVOR OF E.P. BRYAN, GEORGIA H. BRYAN, L.T. BRADFORD, H.H. COTTON AND VICTORIA L. COTTON PER DOCUMENT RECORDED APRIL 19, 1916 IN BOOK 285, PAGE 44, OF DEEDS. EASEMENT IS BLANKET IN NATURE.

AN EASEMENT FOR RIGHTS OF WAY FOR PIPE LINES, DITCHES AND AQUEDUCTS, TELEPHONE AND TELEGRAPH LINES, AND LIGHT AND POWER LINES IN FAVOR OF HELLMAN COMMERCIAL TRUST AND SAVINGS BANK PER DOCUMENT RECORDED DECEMBER 30, 1925 IN BOOK 621, PAGE 344, OF DEEDS. EASEMENT IS BLANKET IN NATURE.

SURVEYOR'S AND MONUMENT NOTES

● INDICATES MONUMENT FOUND AS NOTED.

▲ INDICATES FOUND O.C.S. G.P.S. HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

○ INDICATES 2" I.P. AND TAG, "LS 9322", OR SPIKE AND WASHER STAMPED "LS 9322", OR LEAD, TACK AND TAG, "LS 9322", ALL FLUSH, TO BE SET.

[1] N 2186454.42; E 6053765.96
O.C.S. G.P.S. POINT NO. 6196
FOUND PUNCHED 1" BRASS DISK STAMPED "LS 5284" IN WELL MONUMENT AT CENTERLINE INTERSECTION PER R2 AND R12, DN. 1.6'.

[2] N 2186432.64; E 6057261.82
O.C.S. G.P.S. POINT NO. 6195
POINT FALLS ON MANHOLE. ESTABLISHED AT INTERSECTION OF FOUR 2.00' TANGENT–OVER PK NAILS, NO TAG, NO REFERENCE. ACCEPTED AS CENTERLINE INTERSECTION PER R12.

[3] FOUND SPIKE & WASHER STAMPED "LS 8639" AT CENTERLINE INTERSECTION PER R10, DN. 0.1'.

[4] FOUND SPIKE, NO TAG, FLUSH. NO REF. ACCEPTED AS CENTERLINE INTERSECTION PER R12. SET TAG, "LS 9322".

[5] FOUND SPIKE & WASHER STAMPED "LS 5411", FLUSH, PER R15. ACCEPTED AS CENTERLINE INTERSECTION PER R12.

[6] FOUND SPIKE & WASHER STAMPED "LS 5411", NO REFERENCE, FLUSH. ACCEPTED AS CENTERLINE INTERSECTION PER R13.

[7] ESTABLISHED BY INTERSECTION OF CENTERLINES. NOTHING FOUND, NOTHING SET.

[8] POINT FALLS ON MANHOLE. ESTABLISHED AT INTERSECTION OF FOUR 3.00' TANGENT–OVER PK NAILS, NO TAGS, NO REFERENCE. ACCEPTED AS CENTERLINE INTERSECTION PER R1 AND R14.

[9] POINT FALLS ON MANHOLE. SEARCHED, NO TIES FOUND PER CITY OF COSTA MESA TIE BOOK 1–26 (188). ESTABLISHED CENTERLINE INTERSECTION BY PROPORTION PER R9 AND R14.

[10] POINT FALLS ON MANHOLE. SEARCHED, NO TIES FOUND PER R1 AND R14. ESTABLISHED BY INTERSECTION OF CENTERLINES.

[11] POINT FALLS ON MANHOLE. ESTABLISHED CENTERLINE INTERSECTION AT INTERSECTION OF FOUR 2.00' TANGENT–OVER MAG NAILS PER R10.

[12] SEARCHED; FOUND NOTHING. ESTABLISHED INTERSECTION OF CENTERLINE OF COLLEGE AVE. WITH THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOTS 55 THROUGH 72 OF R8 AT RECORD DISTANCES PER R1.

[13] ESTABLISHED NORTHWEST CORNER OF LOT 55 OF R8 BY INTERSECTION.

[14] SEARCHED; FOUND NOTHING. ESTABLISHED INTERSECTION OF CENTERLINE OF FAIRVIEW RD. WITH THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOTS 55 THROUGH 72 OF R8 BY PROPORTION PER R8.

[15] ESTABLISHED NORTHEAST CORNER OF LOT 37 OF R8 BY PROPORTION PER R8.

[16] SEARCHED; FOUND NOTHING. ESTABLISHED SOUTHEAST CORNER OF LOT 72 OF R8 BY PROPORTION PER R8.

[17] SEARCHED; FOUND NOTHING. ESTABLISHED NORTHEAST CORNER OF LOT 72 OF R8 BY INTERSECTION.

[18] SEARCHED; FOUND NOTHING. ESTABLISHED NORTHWEST CORNER OF LOT 71 OF R8 BY PROPORTION PER R8.

[19] SEARCHED; FOUND NOTHING. ESTABLISHED SOUTHWEST CORNER OF LOT 71 OF R8 BY PROPORTION PER R8.

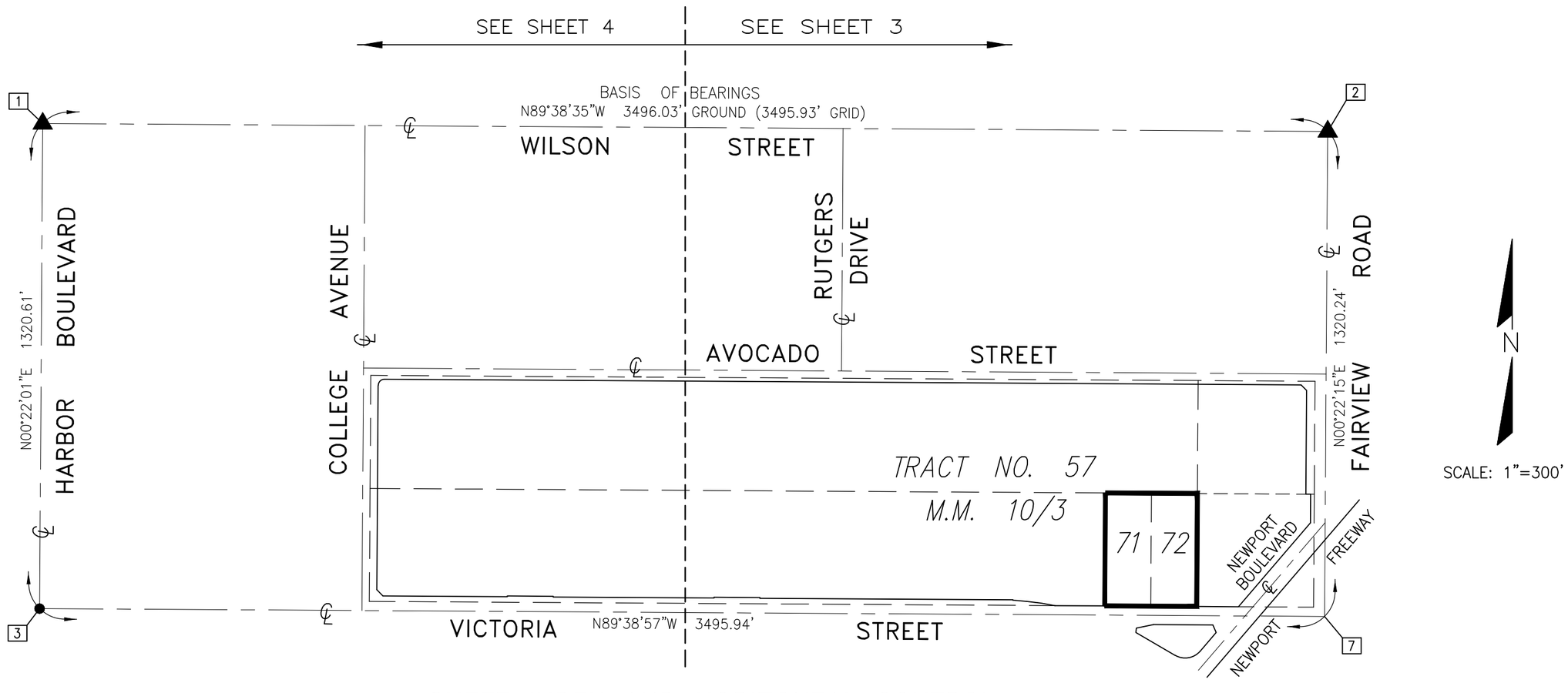
M & R INDICATES MEASURED AND RECORD DATA.

CALC INDICATES CALCULATED FROM RECORD.

SFN INDICATES SEARCHED, FOUND NOTHING.

CONDOMINIUM NOTE

THIS SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, CONTAINING A MAXIMUM NUMBER OF 40 DWELLING UNITS AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT.



SHEET INDEX AND HORIZONTAL CONTROL

SHEET 4 OF 4 SHEETS

ALL OF TENTATIVE TRACT NO. 19351
1 NUMBERED LOT
AREA: 1.766 ACRES, GROSS
DATE OF SURVEY: NOVEMBER, 2023

TRACT NO. 19351

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA

CA ENGINEERING, INC. KENT COOPER L.S. 9322 NOVEMBER, 2023

FOR CONDOMINIUM PURPOSES

N

SCALE: 1"=50'

BASIS OF BEARINGS
N89°38'35"W 3496.03' GROUND (3495.93' GRID)
M & R12 (3495.93' R2) (3496.05' R9, R14)
1300.58' (1300.67' R13) (1300.52' R14)
2618.89' (2618.90' R9, R14) (2619.13' R13)

WILSON STREET

877.14' (877.15' R9, R14)

TRACT NO. 14513
M.M. 689/1-2

RECORD OF SURVEY NO. 79-1107
R.S.B. 101/25-27

ESTABLISHED AT WESTERLY PROLONGATION OF CENTERLINE BETWEEN FAIRVIEW ROAD AND RUTGERS DRIVE.

N89°38'44"W 2618.91' (2618.93' R2) (2619.01' R3, R14) (2618.97' R4) (2619.11' R13)
1300.46' M & R4, R14 (1300.51' R2) (1300.56' R13)

AVOCADO STREET 2270.76'

N89°38'44"W 2568.91' (2569.01' R3) (2568.04' R8)
2250.76' (2250.85' R3) (2250.00' R8)

30' 10' 20'

40'

20' 20'

RIGHT OF WAY LINE PER R8.

AVENUE

660.25' (660.39' R13) (660.42' R14)

N00°22'20"E 1320.51' (1320.54' R14)

327.70' M & R1 (327.56' R2, R4)
307.70' (307.56' R3) (307.50' R8)

TRACT NO. 14731
M.M. 695/3-5

TRACT NO. 11435
M.M. 510/13-14

SEE SHEET 3

N00°22'01"E 1320.61' (1320.58' R1) (1320.66' R6) (1320.63' R9, R14)

BOULEVARD

HARBOR

RECORD OF SURVEY NO. 80-1115
R.S.B. 102/13-14

54

N89°38'56"W 2618.92' (2619.03' R4) (2618.04' R8 CALC)
2568.92' (2,568.04' R8 CALC)
2250.77' (2250.89' R3) (2250.00' R8)
2000.68' (2000.00' R8)

ESTABLISHED NORTHERLY LINE OF LOTS 55-72, R8, AND ITS PROLOGATIONS BY HOLDING WESTERLY CENTERLINE INTERSECTION AT COLLEGE AVENUE AT RECORD DISTANCES PER R1 AND EASTERLY CENTERLINE INTERSECTION AT FAIRVIEW ROAD BY PROPORTION PER R8.

TRACT NO. 57
M.M. 10/3

55

TRACT NO. 16990
M.M. 918/38-42

TRACT NO. 11869
M.M. 517/10-11

COLLEGE AVENUE

660.26' M & R1 (660.11' R2) (660.12' R3)
332.56' M & R1 (332.55' R2) (332.57' R4)
307.56' M & R3 (307.50' R8)

N00°22'20"E 615.26' (615.12' R3) (615.00' R8)
(660.13' R4) (660.12' R14)

20.00'

20' 20'

40'

RIGHT OF WAY LINE PER R8.

877.01' (876.91' R1) (877.00' R14)

1536.87' (1537.01' R1)(1536.79' R10) (1536.90' R11)
N89°38'57"W 3495.94' (3496.10' R9) (3496.11' R14)

2000.69' (2000.00' R8)
N89°38'57"W 2568.93' (2569.11' R3) (2568.04' R8)

40' 25' 15'

VICTORIA STREET

2618.93' (2619.11' R3, R14) (2619.08' R4)
659.86' (660.10' R1) (660.06' R3, R14)
1360.83'
1959.07' (1959.05' R3, R14)

THURIN AVENUE

TRACT NO. 17709
M.M. 940/47-50

PARCEL MAP NO. 2015-114
P.M.B. 391/42-43

NOTE:

SEE SHEET 2 FOR DATUM STATEMENT, BASIS OF BEARINGS, RECORD REFERENCES, SURVEYOR'S AND MONUMENT NOTES, EASEMENT NOTES, SHEET INDEX AND HORIZONTAL CONTROL.

SHEET 3 OF 4 SHEETS

ALL OF TENTATIVE TRACT NO. 19351
1 NUMBERED LOT
AREA: 1.766 ACRES, GROSS
DATE OF SURVEY: NOVEMBER, 2023

TRACT NO. 19351

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA

CA ENGINEERING, INC. KENT COOPER L.S. 9322 NOVEMBER, 2023

FOR CONDOMINIUM PURPOSES

SURVEYOR'S BOUNDARY NOTE

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

N

SCALE: 1"=50'

BASIS OF BEARINGS
N89°38'35"W 3496.03' GROUND (3495.93' GRID)
M & R12 (3495.93' R2) (3496.05' R9, R14)

1300.58' (1300.67' R13) (1300.52' R14)

WILSON STREET

1318.31' (1318.46' R13) (1318.38' R14)

2618.89' (2618.90' R9, R14) (2619.13' R13)

RUTGERS DRIVE

N00°22'57"E 660.20' (660.26'R13) (660.28'R14)

660.14' (660.16' R2) (660.13' R7, R13) (660.15' R12, R14)

RECORD OF SURVEY NO. 80-1115
R.S.B. 102/13-14

RECORD OF SURVEY NO. 79-1107
R.S.B. 101/25-27

TRACT NO. 16946
M.M. 886/1-2

RECORD OF SURVEY NO. 2002-1030 R.S.B. 191/47-48

1300.46' M & R4, R14 (1300.51' R2) (1300.56' R13)

AVOCADO STREET

2270.76'

N89°38'44"W 2618.91' (2618.93' R2) (2619.01' R3, R14) (2618.97' R4) (2619.11' R13)

1318.45' (1318.42' R2) (1318.51' R4) (1318.38' R12) (1318.55' R13, R14)

348.15' (348.14' R5)

N89°38'44"W 2568.91' 20.00' (2569.01' R3) (2568.04' R8)

2250.76' (2250.85' R3) (2250.00' R8)

318.15' (318.16' R3) (318.04' R8)

30' 10' 20'

SFN (10.00' R5)

W'LY PROLONGATION OF RIGHT OF WAY LINE AS SHOWN PER R5.

RIGHT OF WAY LINE PER R8.

53' 23' 30'

ROAD

FAIRVIEW

(FORMERLY SANTA ANA ROAD)

307.55' (307.50' R8 CALC)

327.55' (327.53' R4) (332.50' R8 CALC)

660.14' (660.12' R3, R5, R14) (660.07' R4)

N00°22'15"E 1320.24' (1320.27' R9, R14)

---(404.86' R7)---

SEE SHEET 4

INST. NO. 1999-00429292, O.R.

307.57' (307.56' R3) (307.50' R8)

39 38 37 76 167/17-18

N89°38'56"W 2618.92' (2619.03' R4) (2618.04' R8 CALC)

2568.92' (2,568.04' R8 CALC) (2250.00' R8)

2000.68' (2000.00' R8) 2250.77' (2250.89' R3) 250.09' (250.00' R8)

615.12' M & R3 (615.00' R8) 660.12' M & R5

615.12' (615.00' R3) (615.00' R8)

318.15' (318.04' R8 CALC)

75

P.M.B.

ESTABLISHED NORTHERLY LINE OF LOTS 55-72, R8, AND ITS PROLOGATIONS BY HOLDING WESTERLY CENTERLINE INTERSECTION AT COLLEGE AVENUE AT RECORD DISTANCES PER R1 AND EASTERLY CENTERLINE INTERSECTION AT FAIRVIEW ROAD BY PROPORTION PER R8.

TRACT NO. 57 M.M. 10/3

N00°22'15"E 332.55' 307.55' (307.50' R8)

70 71 72 74

LOT 1
1.766 ACRES

307.55' (307.56'R3) (307.50' R8)

73

NEWPORT BOULEVARD

NEWPORT FREEWAY

30' 30'

RIGHT OF WAY LINE PER R8.

(318.17' R3) (318.04' R8)

SFN

348.15' (348.17' R5)

(216.45' R5)

(118.14' R14 CALC)

2000.69' (2000.00' R8) 250.09' (250.00' R8) 318.15'

N89°38'57"W 2568.93' (2569.11' R3) (2568.04' R8)

2618.93' (2619.11' R3, R14) (2619.08' R4)

1360.83' 250.09' 1959.07' (1959.05' R3, R14)

N89°38'57"W 3495.94' (3496.10' R9) (3496.11' R14)

VICTORIA STREET

VEHICULAR ACCESS RIGHTS TO VICTORIA STREET ARE RELEASED AND RELINQUISHED HEREON TO THE CITY OF COSTA MESA, EXCEPT AT APPROVED ACCESS LOCATIONS.

RECORD OF SURVEY NO. 2021-1129
R.S.B. 329/5-33

NOTE:

SEE SHEET 2 FOR DATUM STATEMENT, BASIS OF BEARINGS, RECORD REFERENCES, SURVEYOR'S AND MONUMENT NOTES, EASEMENT NOTES, SHEET INDEX AND HORIZONTAL CONTROL.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-216 **Meeting Date:** 4/7/2026

TITLE:

AUTHORIZE APPROPRIATION FROM THE EQUIPMENT REPLACEMENT FUND 601 FUND BALANCE

DEPARTMENT: PUBLIC WORKS DEPARTMENT/GENERAL SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER (714) 754-5123

RECOMMENDATION:

Staff recommends the City Council:

Authorize the appropriation of $275,000 from the fund balance in the Equipment Replacement Fund (Fund 601) to support the maintenance and repair of the City's fleet for the remainder of the current Fiscal Year 2025-26.

BACKGROUND:

The Equipment Maintenance section of the Public Works Department maintains and repairs the City's fleet of over 330 vehicles and equipment including large aerial fire apparatus, police vehicles and motorcycles, maintenance trucks, general use vehicles, trailers, emergency back-up generators, and other miscellaneous equipment.

ANALYSIS:

Equipment maintenance, cost for services, automotive and truck parts have seen a significant increase. The cost of parts has increased by an average of 15% year over year due to several factors, including the rising cost of raw materials, increased demand for parts, freight costs and economic factors.

In addition to the increase in the cost of parts, the City's inventory of equipment and vehicles is aging with many units in service being past their recommended service life. These aging vehicles require more frequent attention in service, parts and repairs.

The Fiscal Year 2025-26 budget of approximately $0.8 million for equipment parts and repairs has been nearly exhausted with three (3) months remaining in the current fiscal year. Furthermore, there are several emergency-response vehicles that were involved in collisions and are currently out of service and in need of repair including one (1) PD K-9 Unit, four (4) PD Patrol Units, one (1) PD

Traffic Motor and one (1) City ambulance. The absence of these patrol and emergency response units will impact our Police and Fire Departments' operations, and the ability to appropriately provide regular patrols and to respond to emergency situations as they arise. In order to provide maintenance and repairs to vehicles for the remainder of the fiscal year, staff requests an appropriation of $275,000 from the Equipment Replacement Fund 601 fund balance.

ALTERNATIVES:

The City Council may choose not to approve the appropriation of fund balance. However, this alternative is not recommended as it would severely impact public safety and daily City operations.

FISCAL REVIEW:

The appropriation amount of $275,000 for the maintenance and repair of the City's fleet is available in the Equipment Replacement Fund (Fund 601), which has an available uncapitalized fund balance of approximately $4.0 million.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Strengthen the Public's Safety and Improve the Quality of Life.
- Maintain and enhance the City's facilities, equipment, and technology.

CONCLUSION:

Staff recommends the City Council:

Authorize the appropriation of $275,000 from the Equipment Replacement Fund 601 fund balance to support the maintenance and repair of the City's fleet for the remainder of the current Fiscal Year 2025-26.

CITY OF COSTA MESA

Agenda Report

File #: 26-216 **Meeting Date:** 4/7/2026

TITLE:

AUTHORIZE APPROPRIATION FROM THE EQUIPMENT REPLACEMENT FUND 601 FUND BALANCE

DEPARTMENT: PUBLIC WORKS DEPARTMENT/GENERAL SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER (714) 754-5123

RECOMMENDATION:

Staff recommends the City Council:

Authorize the appropriation of $275,000 from the fund balance in the Equipment Replacement Fund (Fund 601) to support the maintenance and repair of the City's fleet for the remainder of the current Fiscal Year 2025-26.

BACKGROUND:

The Equipment Maintenance section of the Public Works Department maintains and repairs the City's fleet of over 330 vehicles and equipment including large aerial fire apparatus, police vehicles and motorcycles, maintenance trucks, general use vehicles, trailers, emergency back-up generators, and other miscellaneous equipment.

ANALYSIS:

Equipment maintenance, cost for services, automotive and truck parts have seen a significant increase. The cost of parts has increased by an average of 15% year over year due to several factors, including the rising cost of raw materials, increased demand for parts, freight costs and economic factors.

In addition to the increase in the cost of parts, the City's inventory of equipment and vehicles is aging with many units in service being past their recommended service life. These aging vehicles require more frequent attention in service, parts and repairs.

The Fiscal Year 2025-26 budget of approximately $0.8 million for equipment parts and repairs has been nearly exhausted with three (3) months remaining in the current fiscal year. Furthermore, there are several emergency-response vehicles that were involved in collisions and are currently out of service and in need of repair including one (1) PD K-9 Unit, four (4) PD Patrol Units, one (1) PD

Traffic Motor and one (1) City ambulance. The absence of these patrol and emergency response units will impact our Police and Fire Departments' operations, and the ability to appropriately provide regular patrols and to respond to emergency situations as they arise. In order to provide maintenance and repairs to vehicles for the remainder of the fiscal year, staff requests an appropriation of $275,000 from the Equipment Replacement Fund 601 fund balance.

ALTERNATIVES:

The City Council may choose not to approve the appropriation of fund balance. However, this alternative is not recommended as it would severely impact public safety and daily City operations.

FISCAL REVIEW:

The appropriation amount of $275,000 for the maintenance and repair of the City's fleet is available in the Equipment Replacement Fund (Fund 601), which has an available uncapitalized fund balance of approximately $4.0 million.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Strengthen the Public's Safety and Improve the Quality of Life.
- Maintain and enhance the City's facilities, equipment, and technology.

CONCLUSION:

Staff recommends the City Council:

Authorize the appropriation of $275,000 from the Equipment Replacement Fund 601 fund balance to support the maintenance and repair of the City's fleet for the remainder of the current Fiscal Year 2025-26.

File #: 26-204 **Meeting Date:** 4/7/2026

TITLE:

APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) FOR THE FAIRVIEW PARK RESTORATION PROJECT

DEPARTMENT:	**PARKS AND COMMUNITY SERVICES**
PRESENTED BY: DIRECTOR	**BRIAN GRUNER, PARKS AND COMMUNITY SERVICES**
CONTACT INFORMATION:	**KELLY DALTON, FAIRVIEW PARK ADMINISTRATOR, (714) 754-5135**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Amendment No. 1 to Agreement No. C-1-2509 between the City of Costa Mesa and the Orange County Transportation Authority (OCTA) for the Fairview Park Wetlands and Riparian Habitat Restoration Project.

2. Authorize the City Manager and the City Clerk to execute the amendment and any related administrative documents necessary to implement the agreement.

BACKGROUND:

In 2011, the City entered into Agreement No. C-1-2509 with the Orange County Transportation Authority (OCTA) to define the funding and restoration implementation commitments with the City's Fairview Park Wetlands and Riparian Habitat Restoration Project. The project was selected as part of a competitive grant solicitation process, which resulted in the City's project being awarded $2.0M from OCTA's Environmental Mitigation Program. The OCTA Environmental Mitigation Program is a regional conservation plan intended to mitigate and offset environmental impacts associated with Measure M2 freeway improvements. Under the 2011 agreement, the City committed to restoring 23 acres of habitat within Fairview Park, including wetlands, riparian areas, coastal sage scrub, and native grasslands.

Between 2011 and 2016, the City successfully implemented a substantial portion of the OCTA restoration commitment, including the construction of wetlands, scrubland, and riparian habitat areas that now provide ecological benefits and wildlife habitat. In addition to OCTA's role in oversight of the wetlands and riparian restoration project, the project is also subject to regulatory oversight by the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). These agencies review annual monitoring reports and provide final approval for the OCTA mitigation

plan as a whole, which includes the City's wetlands and riparian restoration project as one of its components. The wildlife agencies and OCTA will sign off on the project once all restoration performance standards have been achieved, including the 23 acres of completed restoration as defined in the 2011 agreement.

Mesa Restoration Project
In September 2025, the City Council approved actions related to the Fairview Park Mesa Restoration Project, including the award of the Professional Services Agreement to Endemic Environmental Services to implement the habitat restoration and monitoring activities. Once completed, this project will fulfill the City's remaining mitigation obligations under the OCTA Environmental Mitigation Program.

ANALYSIS:

The proposed Amendment No. 1 to Agreement No. C-1-2509 updates the agreement between the City and OCTA to reflect the current status of the project and to incorporate the remaining restoration commitment to OCTA.

The amendment includes three key changes:

1. Updated City Contact Information
   The original agreement from 2011 listed City staff contacts who have since retired from City employment. The proposed amendment updates the City's designated contact and project manager to reflect current staff responsibilities and to align with ongoing communication channels between the City and OCTA.

2. Incorporation of the Mesa Restoration Plan
   The amendment incorporates the Fairview Park Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan as an exhibit to the agreement. This plan accounts for the additional restoration acreage currently being implemented as part of the City's efforts to fulfill its contractual obligation to restore 23 acres of habitat under the OCTA Environmental Mitigation Program.

   The Mesa Restoration project includes restoration and enhancement of coastal sage scrub and native flower fields habitat areas within Fairview Park. These activities will help complete the remaining acreage required under the OCTA mitigation program.

3. Administrative Updates to the Agreement
   The amendment also updates administrative provisions, including project contacts and payment schedule references, to align with the current restoration implementation timeline and project documentation. Approval of this amendment will ensure that the City's ongoing restoration work remains consistent with the terms of the OCTA project agreement and that the restoration work currently underway can be formally recognized within the framework of the original 2011 agreement.

ALTERNATIVES:

No alternatives are considered as this amendment is administrative in nature.

FISCAL REVIEW:

There is no fiscal impact for the amendment. The Fairview Park Mesa Restoration project is fully funded by the State Grant received from the Office of Senator Dave Min, of which approximately $1.77 million is available in the uncommitted project balance in the State Grants Fund (Fund 231).

LEGAL REVIEW:

The City Attorney's office has reviewed the proposed amendment.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

1. Approve the Amendment No. 1 to Agreement No. C-1-2509 between the City of Costa Mesa and the Orange County Transportation Authority (OCTA) for the Fairview Park Wetlands and Riparian Habitat Restoration Project.

2. Authorize the City Manager and the City Clerk to execute the amendment and any related administrative documents necessary to implement the agreement.

CITY OF COSTA MESA

Agenda Report

File #: 26-204 **Meeting Date:** 4/7/2026

TITLE:

APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) FOR THE FAIRVIEW PARK RESTORATION PROJECT

DEPARTMENT:	**PARKS AND COMMUNITY SERVICES**
PRESENTED BY: DIRECTOR	**BRIAN GRUNER, PARKS AND COMMUNITY SERVICES**
CONTACT INFORMATION:	**KELLY DALTON, FAIRVIEW PARK ADMINISTRATOR, (714) 754-5135**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Amendment No. 1 to Agreement No. C-1-2509 between the City of Costa Mesa and the Orange County Transportation Authority (OCTA) for the Fairview Park Wetlands and Riparian Habitat Restoration Project.

2. Authorize the City Manager and the City Clerk to execute the amendment and any related administrative documents necessary to implement the agreement.

BACKGROUND:

In 2011, the City entered into Agreement No. C-1-2509 with the Orange County Transportation Authority (OCTA) to define the funding and restoration implementation commitments with the City's Fairview Park Wetlands and Riparian Habitat Restoration Project. The project was selected as part of a competitive grant solicitation process, which resulted in the City's project being awarded $2.0M from OCTA's Environmental Mitigation Program. The OCTA Environmental Mitigation Program is a regional conservation plan intended to mitigate and offset environmental impacts associated with Measure M2 freeway improvements. Under the 2011 agreement, the City committed to restoring 23 acres of habitat within Fairview Park, including wetlands, riparian areas, coastal sage scrub, and native grasslands.

Between 2011 and 2016, the City successfully implemented a substantial portion of the OCTA restoration commitment, including the construction of wetlands, scrubland, and riparian habitat areas that now provide ecological benefits and wildlife habitat. In addition to OCTA's role in oversight of the wetlands and riparian restoration project, the project is also subject to regulatory oversight by the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS). These agencies review annual monitoring reports and provide final approval for the OCTA mitigation

plan as a whole, which includes the City's wetlands and riparian restoration project as one of its components. The wildlife agencies and OCTA will sign off on the project once all restoration performance standards have been achieved, including the 23 acres of completed restoration as defined in the 2011 agreement.

Mesa Restoration Project
In September 2025, the City Council approved actions related to the Fairview Park Mesa Restoration Project, including the award of the Professional Services Agreement to Endemic Environmental Services to implement the habitat restoration and monitoring activities. Once completed, this project will fulfill the City's remaining mitigation obligations under the OCTA Environmental Mitigation Program.

ANALYSIS:

The proposed Amendment No. 1 to Agreement No. C-1-2509 updates the agreement between the City and OCTA to reflect the current status of the project and to incorporate the remaining restoration commitment to OCTA.

The amendment includes three key changes:

1. Updated City Contact Information
   The original agreement from 2011 listed City staff contacts who have since retired from City employment. The proposed amendment updates the City's designated contact and project manager to reflect current staff responsibilities and to align with ongoing communication channels between the City and OCTA.

2. Incorporation of the Mesa Restoration Plan
   The amendment incorporates the Fairview Park Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan as an exhibit to the agreement. This plan accounts for the additional restoration acreage currently being implemented as part of the City's efforts to fulfill its contractual obligation to restore 23 acres of habitat under the OCTA Environmental Mitigation Program.

   The Mesa Restoration project includes restoration and enhancement of coastal sage scrub and native flower fields habitat areas within Fairview Park. These activities will help complete the remaining acreage required under the OCTA mitigation program.

3. Administrative Updates to the Agreement
   The amendment also updates administrative provisions, including project contacts and payment schedule references, to align with the current restoration implementation timeline and project documentation. Approval of this amendment will ensure that the City's ongoing restoration work remains consistent with the terms of the OCTA project agreement and that the restoration work currently underway can be formally recognized within the framework of the original 2011 agreement.

ALTERNATIVES:

No alternatives are considered as this amendment is administrative in nature.

FISCAL REVIEW:

There is no fiscal impact for the amendment. The Fairview Park Mesa Restoration project is fully funded by the State Grant received from the Office of Senator Dave Min, of which approximately $1.77 million is available in the uncommitted project balance in the State Grants Fund (Fund 231).

LEGAL REVIEW:

The City Attorney's office has reviewed the proposed amendment.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

1. Approve the Amendment No. 1 to Agreement No. C-1-2509 between the City of Costa Mesa and the Orange County Transportation Authority (OCTA) for the Fairview Park Wetlands and Riparian Habitat Restoration Project.

2. Authorize the City Manager and the City Clerk to execute the amendment and any related administrative documents necessary to implement the agreement.

AMENDMENT NO. 1 TO

AGREEMENT NO. C-1-2509

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF COSTA MESA

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2026, by and between the Orange County Transportation Authority, ("AUTHORITY"), and the City of Costa Mesa, 77 Fair Drive, Costa Mesa, CA 92626, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, by Agreement No. C-1-2509 dated February 18, 2011, AUTHORITY and CITY entered into an agreement to establish the roles and responsibilities for restoration activities on the Fairview Park property; and

WHEREAS, AUTHORITY and CITY agree to amend the Restoration Plan for additional services with no increase to the maximum cumulative obligation; and

WHEREAS, AUTHORITY and CITY agree to modify key personnel performing work under this Agreement; and

WHEREAS, AUTHORITY and CITY agree to revise the payment schedule for work tasks set forth in the Restoration Plan.

NOW, THEREFORE, it is mutually understood and agreed that Agreement No. C-1-2509 is hereby amended in the following particulars only:

1. Amend **ARTICLE 5. RESTORATION PLAN**, page 5 of 17, paragraph A, to incorporate Exhibit A, Amendment No. 1 entitled "Fairview Park Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan", which is attached to and by this reference incorporated into and made part of this Agreement.

/

2. Amend **ARTICLE 5. RESTORATION PLAN**, page 5 of 17, paragraph A, lines 12 through 14, to delete in its entirety and replace with the following:

"Name	**Function**
Kelly Dalton	Fairview Park Administrator"

3. Amend **ARTICLE 7. PAYMENT**, pages 6 and 7, paragraph B, to delete in its entirety and in lieu thereof insert the following:

"B. The following schedule shall establish the firm fixed payment to CITY by OCTA for each work task set forth in the Restoration Plan.

Tasks	Firm-Fixed Price
2011 - 2024 Construction, implementation, management and monitoring of the Fairview Park Wetlands and Riparian Habitat Project Restoration Plan (Final monitoring and approvals pending)	$1,992,870
2025 Task 1: Site protection Task 2: Dethatch, Irrigation and Planting Task 3: Monitoring and reporting	$0 Note: *Non-OCTA State Funded*
2026 Task 1: Weed management Task 2: Container Plant establishment Task 3: Monitoring and reporting	$0 Note: *Non-OCTA State Funded*
2027 Task 1: Maintenance Task 2: Monitoring and reporting	$0 Note: *Non-OCTA State Funded*

2028 Task 1: Maintenance Task 2: Monitoring and reporting	$0 Note: *Non-OCTA State Funded*
2029 Task 1: Maintenance Task 2: Monitoring and reporting	$0 Note: *Non-OCTA State Funded*
2030 Task 1: Maintenance Task 2: Monitoring and reporting	$0 Note: *Non-OCTA State Funded*
2031 Task 1: Maintenance Task 2: Monitoring and reporting	$0 Note: *Non-OCTA State Funded*
2032 Task 1: Maintenance Task 2: Monitoring and reporting	$0 Note: *Non-OCTA State Funded*
2033 Task 1: Maintenance Task 2: Monitoring and reporting	*Non-OCTA State Funded* $7,130 (From OCTA) Note: Remaining payment is to be dispersed once all approvals from OCTA, California Department of Fish and Wildlife, and the United States Fish and Wildlife Service have been obtained
Total	$2,000,000

/

4. Amend **ARTICLE 9. NOTICES**, page 9, lines 10 through 20, to delete in its entirety and in lieu thereof insert the following:

"To CITY:		To OCTA:	
City of Costa Mesa		Orange County Transportation Authority	
Parks and Community Services Dept.		550 South Main Street	
PO Box 1200		P.O. Box 14184	
Costa Mesa, CA 92626		Orange, CA 92863-1584	
ATTENTION: Title:	Kelly Dalton Fairview Park Administrator	ATTENTION: Title:	Michael Le Principal Contract Administrator
Phone: 714-754-5135 Email: kelly.dalton@CostaMesaCA.gov		Phone: (714) 560 - 5314 Email: mle1@octa.net"	

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The balance of Agreement No. C-1-2509 remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. C-1-2509 to be executed as of the date of the last signature below.

CITY OF COSTA MESA

By: _____
Cecilia Gallardo-Daly
City Manager

APPROVED AS TO FORM:

By: _____
Kimberly Barlow
City Attorney

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Lydia Bilynsky
Department Manager, Capital Projects

APPROVED AS TO FORM:

James Donich (Jan 15, 2026 14:10:26 PST)

By: _____
James M. Donich
General Counsel

Fairview Park
Coastal Sage Scrub and Flower Fields
Habitat Restoration and Monitoring Plan

Prepared for
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Contact: Kelly Dalton
Fairview Park Administrator
Parks and Community Services Department
714-754-5135
kelly.dalton@CostaMesaCA.gov

Prepared by
Land IQ
3791 Wade Street
Los Angeles, CA 90066

Contact: Travis Brooks
(310) 266-4627
tbrooks@landiq.com

JULY 23, 2024

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APPENDIX 1 LONG-TERM INVASIVE PLANT MANAGEMENT PLAN FOR FAIRVIEW PARK

EXECUTIVE SUMMARY

The Fairview Park Coastal Sage Scrub and Flower Fields Habitat Restoration and Enhancement Project (CSS and Flower Fields Restoration Project) is a collaborative effort between the City of Costa Mesa (City) and the Orange County Transportation Authority (OCTA) to fulfill an outstanding obligation of restoring approximately 4.5 acres of coastal sage scrub (CSS) and 5.0 acres of native grassland habitat. This project is part of the larger OCTA Fairview Park Wetlands and Riparian Habitat Project (OCTA Project), which initially committed to restoring 23 acres of habitat within Fairview Park in 2011.

Aligned with the goals set forth in the Fairview Park Master Plan, this project continues the City's commitment to restoring native habitats in the park. The OCTA Project began in 2012 as part of OCTA's Environmental Mitigation Program for the Measure 2 (M2) Freeway projects. To date, the City has successfully implemented 14.4 acres of habitat restoration, which is subject to review and final approval by the Wildlife Agencies (CDFW, USFWS), providing valuable habitats for various wildlife species, including two state and/or federally protected birds: the coastal California gnatcatcher (*Polioptila californica californica*) and least Bell's vireo (*Vireo bellii pusillus*). Review and approval of the City's habitat restoration

The CSS and Flower Fields Restoration Project aims to restore and enhance an additional 15.35 acres of habitat, comprising the following components:

- 11.91 acres of habitat restoration, including the 9.5 acres of remaining habitat restoration (4.5 acres of CSS and 5 acres of grassland) for the OCTA Project.
- 1.27 acres of voluntary habitat enhancement to further enrich the area's ecological value.
- 2.17 acres of voluntary native revegetation and weed management buffer areas to support the successful establishment of native plant communities while lessening the impacts of invasive species.

By executing the CSS and Flower Fields Restoration Project, the City of Costa Mesa and OCTA will contribute significantly to the conservation and restoration of important habitats in Fairview Park. This partnership will benefit local wildlife, maintain public access to the approved trail system, comply with the requirements of Measure AA, ensure the fulfillment of mitigation obligations, and demonstrate the City's ongoing commitment to the values outlined in the Fairview Park Master Plan.

1 INTRODUCTION

Fairview Park is located within the City of Costa Mesa (City) and is adjacent to Talbert Nature Preserve/Talbert Regional Park (Figure 1-1). The purpose of this project is to satisfy an outstanding habitat restoration obligation by the City and the Orange County Transportation Authority (OCTA) for approximately 4.5 acres of coastal sage scrub (CSS) and 5.0 acres of native grassland habitat for mitigation as part of the OCTA Fairview Park Wetlands and Riparian Habitat Project (OCTA Project). The OCTA Project committed to restoring approximately 23 acres of habitat within Fairview Park (City 2011).

In 1997, the City adopted a Mitigated Negative Declaration and the Fairview Park Master Plan. Revisions to the Master Plan were adopted in 2000, 2002, and 2008. This project continues to implement the goal of the Master Plan to restore native habitat in Fairview Park.

In 2011, the City was awarded funding from OCTA as part of OCTA's Environmental Mitigation Program for the Measure 2 (M2) Freeway projects. The OCTA Project was included in the OCTA M2 Natural Community Conservation Plan/Habitat Conservation Plan and began in 2012. The City has implemented 14.4 acres of the committed 23 acres (which excludes the trail system per mapping completed by Land IQ) of habitat restoration for the OCTA Project, including ponds and wetlands, surrounded by other native habitats (Figure 1-2). Final review and approval by the Wildlife Agencies (CDFW, USFWS) is required before the OCTA Project is deemed complete. The 2022 Annual Report for the OCTA Project, prepared by Endemic Environmental Services, describes the maintenance activities for the wetlands area, including the water delivery system for the constructed ponds; algae and cattail management to allow water movement as designed in the constructed wetland system, mosquito and vector control by the Orange County Mosquito and Vector Control District; weed management; vandalism, and trespassing deterrence activities. The OCTA Project provides valuable habitat for wildlife, including two state and/or federally protected birds that nest in the project area, coastal California gnatcatcher (*Polioptila californica californica*) and least Bell's vireo (*Vireo bellii pusillus*).

The City proposes to restore and enhance an additional 15.35 acres of habitat, called the Fairview Park Coastal Sage Scrub and Flower Fields Habitat Restoration and Enhancement Project (CSS and Flower Fields Restoration Project), which includes the approximately 9.5 acres of remaining habitat restoration (4.5 acres of CSS and 5 acres of grassland) required for the OCTA Project and 5.85 acres of voluntary habitat restoration, habitat enhancement, native revegetation, and establishment of a weed management buffer (Figure 1-3):

- 11.91 acres of habitat restoration, including 9.5 acres for the OCTA Project
- 1.27 acres of voluntary habitat enhancement
- 2.17 acres of voluntary native revegetation and weed management buffer areas

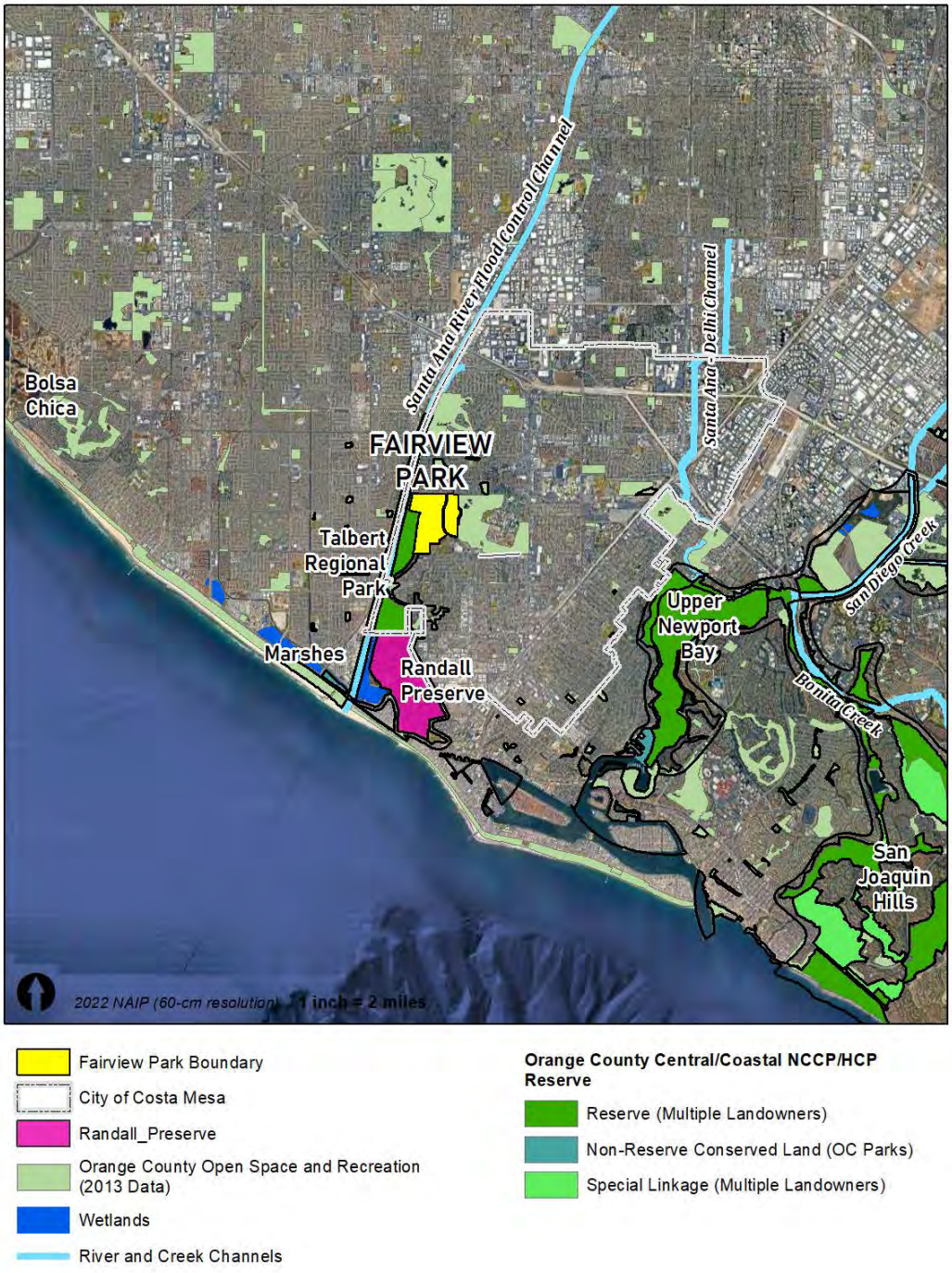
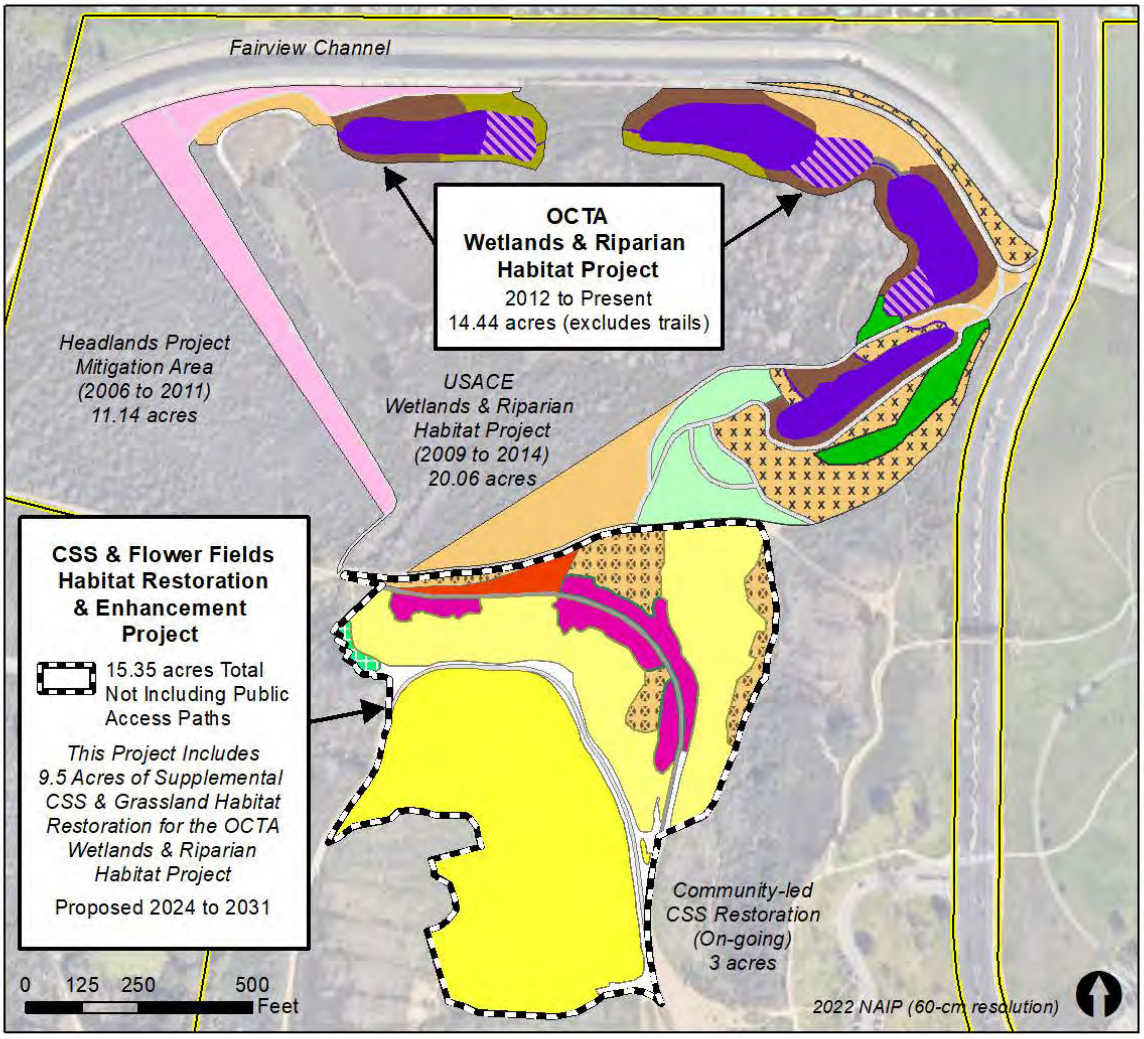


Figure 1-1 Regional Location of Fairview Park in the City of Costa Mesa, Orange County, California.



Existing Conditions (2023) in OCTA Wetlands & Riparian Habitat Project

MAP CODE | 2023 VEGETATION MAP UNIT COMMON NAME

- 1720 | Black Willow - Red Willow Riparian Woodland and Forest
- 1810 | Mulefat Thickets
- 1820 | Arroyo Willow Thickets
- 1840 | Sandbar Willow Thickets
- 2310 | Coyote Brush Scrub
- 2315 | Coyote Brush Scrub (Disturbed)
- 3110 | California Sagebrush Scrub
- 3125 | California Sagebrush – California Buckwheat Scrub (Restoration Area)
- 3195 | Purple Sage Scrub (Introduced Vegetation Community/Restoration Area)
- 3330 | Coast Goldenbush Scrub
- 4250 | Upland Black Mustard and Tocalote Fields
- 4255 | Upland Shortpod Mustard and Tocalote Fields
- 4270 | Poison Hemlock or Fennel Patches
- 6135 | California Bulrush – Cattail Marsh
- 9310 | Urban-Sidewalk/Bridge/Trail
- 9315 | Natural Soil or Decomposed Granite Trail
- 9330 | Anthropogenic Areas of Little or No Vegetation
- 9800 | Water Body
- 9810 | Rip-rap/Concrete Pond Liner

LAND IQ

Figure 1-2 *Existing OCTA Wetlands & Riparian Habitat Project Area and the Proposed CSS & Flower Fields Restoration and Enhancement Project Area, which Includes 9.5 Acres of Remaining Habitat Restoration for the OCTA Project.*

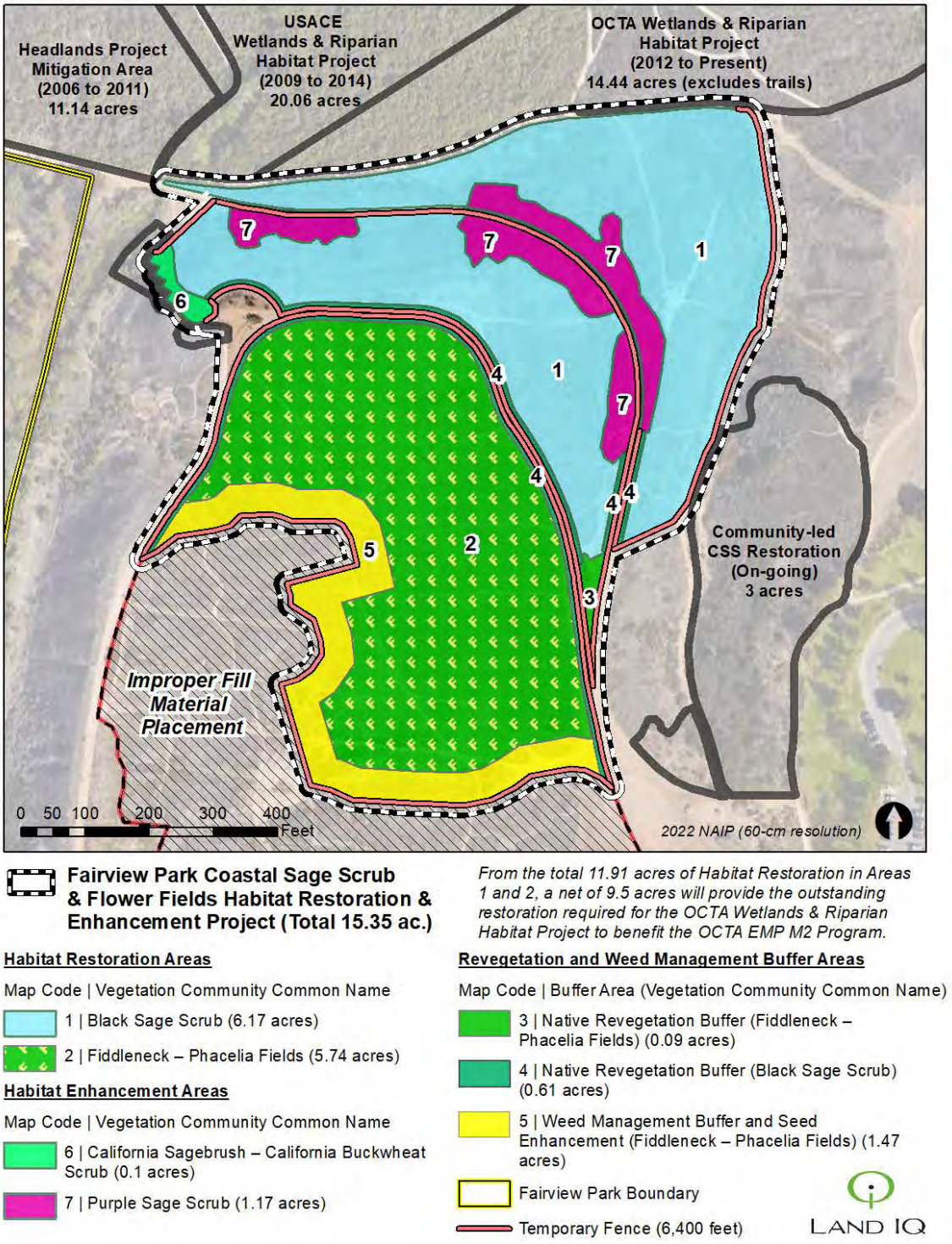


Figure 1-3 *Location of the CSS & Flower Fields Habitat Restoration Project Areas, Including a Net of 9.5 Acres in Areas 1 and 2 Required for the OCTA Wetlands and Riparian Habitat Project.*

The voluntary habitat improvements will complement and protect the mitigation areas while improving the overall quality of the habitat for native wildlife species and enhancing the park's natural recreational opportunities. The total project area of 15.35 acres does not include cover from the existing public access trails. The City will protect the restored habitat from recreational impacts with a permanent fence.

1.1 PROJECT GOALS AND OBJECTIVES

This Habitat Restoration and Monitoring Plan (HRMP) for the CSS and Flower Fields Restoration Project has three primary goals that are consistent with habitat recommendations made by Land IQ (2024) for the current Fairview Park Master Plan Update:

Goal 1. Restore a total of 9.5 acres of suitable habitat in Fairview Park (4.5 acres of CSS and 5 acres of native flower field habitat) to satisfy outstanding commitments of habitat restoration for the OCTA Project.

Objective 1.1: Restore a total of 11.91 acres of habitat in Fairview Park. The project will consist of 6.17 acres of Black Sage Scrub on the north-facing slopes below the mesa and 5.74 acres of flower fields (Fiddleneck – Phacelia Fields) on the northern portion of the mesa.

Goal 2. Voluntarily implement an additional 5.85 acres of habitat restoration, habitat enhancement, and weed management buffer.

Objective 2.1: Enhance 0.1 acres of California Sagebrush – California Buckwheat Scrub and 1.17 Purple Sage Scrub that is contiguous with the habitat restoration areas.

Objective 2.2: Along public pathways install temporary fencing and revegetate a 3-meter-wide buffer strip to help protect the habitat restoration areas from recreational impacts. Once the restoration is complete, the City will protect the restored habitat from recreational impacts with a permanent fence.

Objective 2.3: Maintain a 15-meter-wide weed management buffer between the improper fill material on the mesa and the Fiddleneck – Phacelia Fields habitat restoration area to reduce weed inputs into the restoration areas and to maintain access for future habitat restoration projects that include removal of the improperly placed fill material.

Goal 3. Protect biological and cultural resources during implementation of the project.

Objective 3.1: Implement species protection measures, as presented in Section 3.2 of this HRMP.

Objective 3.2: According to a separate cultural resource monitoring plan, to be prepared by the City, monitor for artifacts or culturally significant materials, during restoration activities that disturb the soil, including the following: the initial removal of weed thatch by wheeled and tracked equipment; digging of planting basins.

1.2 PROJECT LOCATION AND REGIONAL SIGNIFICANCE

Spanning more than 208 acres, 195 of which are dedicated to natural open space and wildlife habitat, Fairview Park ranks among the largest urban parks in Orange County. Moreover, several key factors establish Fairview Park as an ecological preserve of regional significance:

1. Habitat diversity: Fairview Park encompasses several distinct habitat types, including wetlands, riparian areas, coastal sage scrub, and flower fields. These habitats support a wide array of plant and animal species, many of which are rare or endangered, such as the Least Bell's Vireo (*Vireo bellii pusillus*; state and federally endangered) and Coastal California Gnatcatcher (*Polioptila californica californica*; federally threatened and a California Species of Special Concern).
2. Vernal pools: The park is home to vernal pools, which are ephemeral wetlands that provide critical habitat for a variety of unique and specialized organisms, including the San Diego fairy shrimp (*Branchinecta sandiegonensis*) and Riverside fairy shrimp (*Streptocephalus woottoni*), both listed as endangered by the federal government.
3. Wildlife corridor: Fairview Park serves as a crucial wildlife corridor, connecting the Santa Ana River system of trails and parks to other open spaces in the region, including the Talbert Nature Preserve, the Randall Preserve (owned and managed by the Mountains and Rivers Conservation Authority) and the Huntington Beach Wetlands (owned and managed by the Huntington Beach Wetlands Conservancy). This connectivity facilitates the movement of species between habitats and promotes genetic diversity.
4. Cultural and historical significance: The park contains two nationally registered cultural resource historic sites, highlighting the area's rich human history and its connection to the natural environment.

It provides a valuable refuge for wildlife amidst the urban landscape and offers a space for people to connect with nature and learn about the importance of preserving biodiversity.

1.3 RESPONSIBLE PARTIES

LANDOWNER AND "PROJECT SPONSOR" OF THE OCTA PROJECT

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Kelly Dalton
Fairview Park Administrator
Parks and Community Services Department
714-754-5135
kelly.dalton@CostaMesaCA.gov

BENEFICIARY OF APPLICABLE MITIGATION CREDIT ASSOCIATED WITH THE OCTA PROJECT

Orange County Transportation Authority (OCTA)
550 S. Main Street
Orange, CA 92868

Lesley Hill
Environmental Mitigation Program Project Manager
714-560-5759
lhill@octa.net

REGULATORY AUTHORITIES

California Department of Fish and Wildlife (CDFW)
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201

State regulatory authority for:

- ***Crotch's bumble bee (Bombus crotchii), candidate species for state endangered status***
- ***Burrowing owl (Athene cunicularia), state Species of Special Concern***
- ***Coastal California gnatcatcher (Polioptila californica californica), state Species of Special Concern***
- ***Least Bell's vireo (Vireo bellii pusillus), state endangered***

US Fish and Wildlife Service (USFWS)
Carlsbad Fish and Wildlife Office
2177 Salk Ave., Suite 250
Carlsbad, CA 92008
(760) 431-9440

Federal regulatory authority for:

- ***Coastal California gnatcatcher (Polioptila californica californica), federally threatened***
- ***Least Bell's vireo (Vireo bellii pusillus), federally endangered***
- ***San Diego fairy shrimp (Branchinecta sandiegonensis), federally endangered***
- ***Riverside fairy shrimp (Streptocephalus woottoni), federally endangered***

1.4 RESTORATION CONTRACTOR QUALIFICATIONS

The Restoration Contractor will be responsible for restoring and enhancing native plant communities through site preparation, weed management, installation and operation of a temporary irrigation system, plant and seed installation, and maintenance including hand weeding and supplemental irrigation for installed seed and container plant material.

Implementation shall be conducted by a qualified native habitat Restoration Contractor under the oversight of a Restoration Specialist. To be considered as "qualified," the Restoration Contractor must demonstrate the following:

1. Demonstrate experience successfully restoring native habitat within southern California in coastal sage scrub (CSS) and native grassland habitat types, including flower fields or forblands.
2. Have successfully installed at least three CSS restoration projects of at least ten acres each, achieving the specified success criteria within a five-year establishment and maintenance period.
3. Have experience designing, constructing, operating, and maintaining an aboveground temporary irrigation system.
4. Have crews for habitat restoration site preparation and maintenance that have been trained to identify and distinguish between nonnative and native seedlings/plants.
5. Designate a project manager and site supervisor, each with a minimum of five years of experience in successful native coastal scrub habitat and native grassland habitat restoration.
6. Previous experience working within, and around coastal California gnatcatcher occupied habitat.
7. Previous experience working within and around habitat with rare and/or protected species in southern California.

1.5 RESTORATION SPECIALIST QUALIFICATIONS

The Restoration Specialist will be responsible for the oversight of the Restoration Contractor, horticultural monitoring, general biological monitoring, annual performance monitoring and reporting to the City.

To be considered as "qualified," the Restoration Specialist must demonstrate the following:

1. Minimum of a bachelor's degree in ecological restoration, ecology, biology, environmental science, or a related field.
2. Minimum of 5 years of experience in native habitat restoration, preferably with a focus on CSS and native California flora in Southern California.

3. Demonstrated experience providing oversight of restoration crews during site preparation, installation, and maintenance of at least three successfully completed CSS habitat mitigation projects in southern California.
4. Demonstrated experience with implementing monitoring protocols to evaluate project performance and success and proficiency in performance monitoring reporting of at least three successfully completed CSS habitat mitigation projects.
5. Demonstrated experience with oversight of special collection of native seed material and container plant propagation for habitat restoration projects.
6. Proficiency in invasive and nonnative plant management techniques and strategies.
7. Experience working with local, state, and federal regulatory agencies, and an understanding of relevant environmental policies and regulations.
8. Proficiency in Southern California native plant identification, propagation, and establishment.
9. Previous experience working on restoration projects with sensitive wildlife and plant species, including the California gnatcatcher.

1.6 COMPLIANCE

The 9.5 acres of habitat restoration (4.5 acres of coastal sage scrub and 5 acres of flower fields) within this Project involve various resource and regulatory agencies. The successful implementation of this HRMP will fulfill the outstanding habitat restoration obligation shared by the City and OCTA in relation to the OCTA Project. The original commitment was to restore approximately 23 acres of habitat within Fairview Park (City of Costa Mesa 2011).

Before proceeding with the implementation of this project, the City must obtain approval of this HRMP from OCTA, and CDFW and USFWS (collectively referred to as the Wildlife Agencies). The City will adhere to the EMP Restoration Funding Guidelines, reviewed and approved by OCTA and the Wildlife Agencies. The subsequent annual performance monitoring reports will be provided to OCTA. OCTA will be responsible for keeping the Wildlife Agencies informed on the progress toward achieving the HRMP goals and success criteria by providing them with the City's annual performance monitoring reports. The City is responsible for establishing a conservation easement that is mutually acceptable to OCTA, the Wildlife Agencies and the City, and which maintains the restoration intent of the project in perpetuity for the 23-acre OCTA funded restoration area. Sign-off for the project areas cannot be provided until the project has been approved and a conservation easement has been recorded.

This collaborative approach ensures that all parties involved in the restoration effort remain informed and engaged throughout the process, fostering transparency and cooperation in meeting the shared goal of habitat restoration.

2 EXISTING CONDITIONS, HABITAT RESTORATION STRATEGY, AND PROJECT SUCCESS CRITERIA

2.1 TOPOGRAPHY

Fairview Park is defined by four geomorphic features: the floodplain terrace, bluffs, mesa, and eroded slopes (Figure 2-1). Each of these features has been partially developed to either create wetland and riparian habitat, improve public access, or provide recreational opportunities (Land IQ 2024).

Floodplain Terrace: The floodplain terrace was formed as part of the historic active floodplain of the Santa Ana River and includes the portion of Fairview Park below the bluffs (~20-ft elevation above mean sea level), including the Headlands Dana Point Project Mitigation Area, USACE Wetlands and Riparian Habitat Project, and the OCTA Project (Figure 1-2). The County-owned Talbert Nature Preserve occupies the remainder of the floodplain terrace below the bluffs. See Figure 1-1 for the location of Talbert Nature Preserve in relation to Fairview Park.

Mesa: The mesa stands at an elevation ranging from approximately 70 to 80 feet above mean sea level (msl) in Fairview Park and includes a portion of the project area. Its formation dates to the Pleistocene epoch, about 2.58 million to 11,700 years ago (California Geological Survey 2024). This significant geological period played a crucial role in shaping the contemporary landscape of the Greater Los Angeles Basin, including the notable features found in Fairview Park. The northern portion of the mesa, to the north of the improper fill material is part of the project area.

Bluffs: The bluffs were carved by the Santa Ana River, prior to its confinement in a flood control channel following catastrophic 1938 floods, from an upper marine terrace referred to as the mesa. There is a west-facing bluff and a north-facing bluff. The north-facing bluff is part of the project area, which transitions to eroded slopes as the north bluff grades into the canyon.

Eroded Slopes: The eroded slopes formed in place by chemical and physical weathering of parent materials. Unlike the bluffs, which were formed largely by erosive river stormwater flows, the eroded slopes were formed by overland flow of precipitation creating gentle to moderately steep slopes.

2.2 SOILS

The soil types in Fairview Park were described in 1978 as part of the greater soil survey of Orange County by the Natural Resources Conservation Service (USDA 1978). The soil survey mapping units are not deterministic and often include the description of several other soil types that can occur within the map unit, but it provides excellent information about general soil conditions in the park.

There are two soil map units that occur within the CSS and Flower Fields Restoration Project area (Figure 2-2):

1. Myford Sandy Loam, 0 to 2 percent slopes on the mesa
2. Myford Sandy Loam, 9 to 30 percent slopes, eroded, on the north-facing eroded bluff slopes

The Myford Sandy Loam soil series (Alfisols Soil Order, which among other features typically includes a subsurface horizon with a significant amount of clay) is found on terraces below 1,500 feet. This moderately well-drained soil has medium to rapid runoff and very slow permeability. The solum (i.e., the layer of soil above the parent material that includes the A and B horizons) is 45 to 75 inches thick, and the soil temperature at 20 inches depth averages 60 to 63°F. Moisture levels vary seasonally, with consistent dry periods. Myford soil's composition includes various sandy loam types, with A and Bt (i.e., Bt is a soil horizon that contains a layer of lattice clays that were deposited from the A horizon above) horizons displaying different colors and clay contents. Exchangeable sodium (i.e., measure of the amount of sodium ions that can be readily exchanged with other cations in the soil solution, which can influence infiltration rates, soil structure, plant growth and salinity) increases at depths beyond one meter.

2.3 VERNAL POOL WATERSHED

A subsurface soil hardpan allows for the hydrological conditions that result in seasonal ponding and formation of vernal pools and the corresponding vernal pool watershed that remains in present day Fairview Park on the mesa (Figure 2-3). However, most of the northern part of the mesa including in this project was not identified as part of the historic vernal pool watershed because the slopes gradually drain towards the north bluff, west bluff, and the "canyon" area to the east. This area was also historically farmed that included soil cultivation, which likely significantly disrupted at least some of the hardpan soils that may have existed, no longer allowing for seasonal ponding and the formation of vernal pool habitat (Land IQ 2024).

A portion of the project occurs within the historic vernal pool watershed (Figure 2-3) that currently no longer functions as part of the vernal pool watershed because it is disconnected by the presence of the improper fill placement. Restoration of the vernal pool watershed, including removal of the improper fill material, is identified in the existing Fairview Park Master Plan (City of Costa Mesa 2008) and remains a management goal identified by Land IQ (2024) as a habitat restoration opportunity. While vernal pool indicator plants and fairy shrimp occur in Fairview Park vernal pools and areas that periodically pond in the vernal pool watershed, including in the basins created by openings in the improper fill material that are at natural grade—the project area is north of the areas that pond and does not have andy vernal pool features or ponding water. No ponding or rare plants were observed in the project area during 2023 surveys (Hamilton Biological 2023) and 2017 surveys (Glenn Lukos Associates 2017). Glenn Lukos Associates (2017) examined ponded areas for fairy shrimp, and while fairy shrimp were detected in other areas within the improper fill area and south of that area in the vernal pools and vernal pool watershed, because there was no ponding in the project area north of the improper fill area, no fairy shrimp were detected.

2.4 ARCHAEOLOGICAL SITE AND IMPROPER FILL MATERIAL

Fairview Park has two nationally registered archaeological sites (CA-ORA-58; CA-ORA-506) that comprise part of a larger village site referred to as Genga. Indigenous people occupied these areas from the 1800s back to at least 1500 B.C. In 1926, tilling of the soil for farming in the northern portion of the mesa, including within the mesa in the project area, exposed the first documented archaeological remains from this important site. Formal archaeological excavations began in the 1930s (Dudek and Associates 2003). Keith Dixon studied the site from 1959 to 1966. The boundaries of the archaeological site were further defined by The Keith Companies in 1993 (City of Costa Mesa 2008).

With the intent of capping the archaeological site on the mesa (CA-ORA-58), prior to construction of new park amenities, fill material was placed on the mesa between 1987 and 1988 (Land IQ 2024). The fill material does not meet current standards for an archeological site cap and includes chemically active construction materials and concrete debris that can degrade archaeological artifacts instead of preserving them (City of Costa Mesa 2008).

Not only was the fill material improper for the protection of indigenous cultural resources, but it also created three new threats to biological resources on the mesa (Land IQ 2024):

1. The fill material covers and takes away habitat for native flower fields and fairy shrimp.
2. The fill material impairs the hydrologic function of the vernal pool watershed by reducing the amount of precipitation that would feed the vernal pool complex, which is especially critical in below-average rainfall years when the pools do not typically form.
3. The fill material creates an unnatural state of low soil microorganism and plant diversity, which sustains large infestations of invasive plants (e.g., black mustard, poison hemlock) that produce large quantities of seed, which is then transported into other locations in the park by wildlife and humans along trails and roads, threatening the diversity and function of native habitat.

Therefore, this HRMP will be implemented in coordination with a cultural resource monitoring plan to protect artifacts and culturally significant material that could be disturbed during significant soil disturbance activities, such as during the initial weed dethatching event, digging planting holes, or if substantial digging is required for the removal of perennial invasive plant species during weed management activities. The HRMP also includes a weed management buffer, which will be maintained to both: 1) help protect the habitat restoration areas from the invasive plants that persist on the improper fill material; and 2) maintain an area that is accessible for vehicular access to support a future habitat restoration project on the mesa that involves the careful removal of the improper fill material to expose the natural soils and reestablish the natural grade of the historic vernal pool watershed.

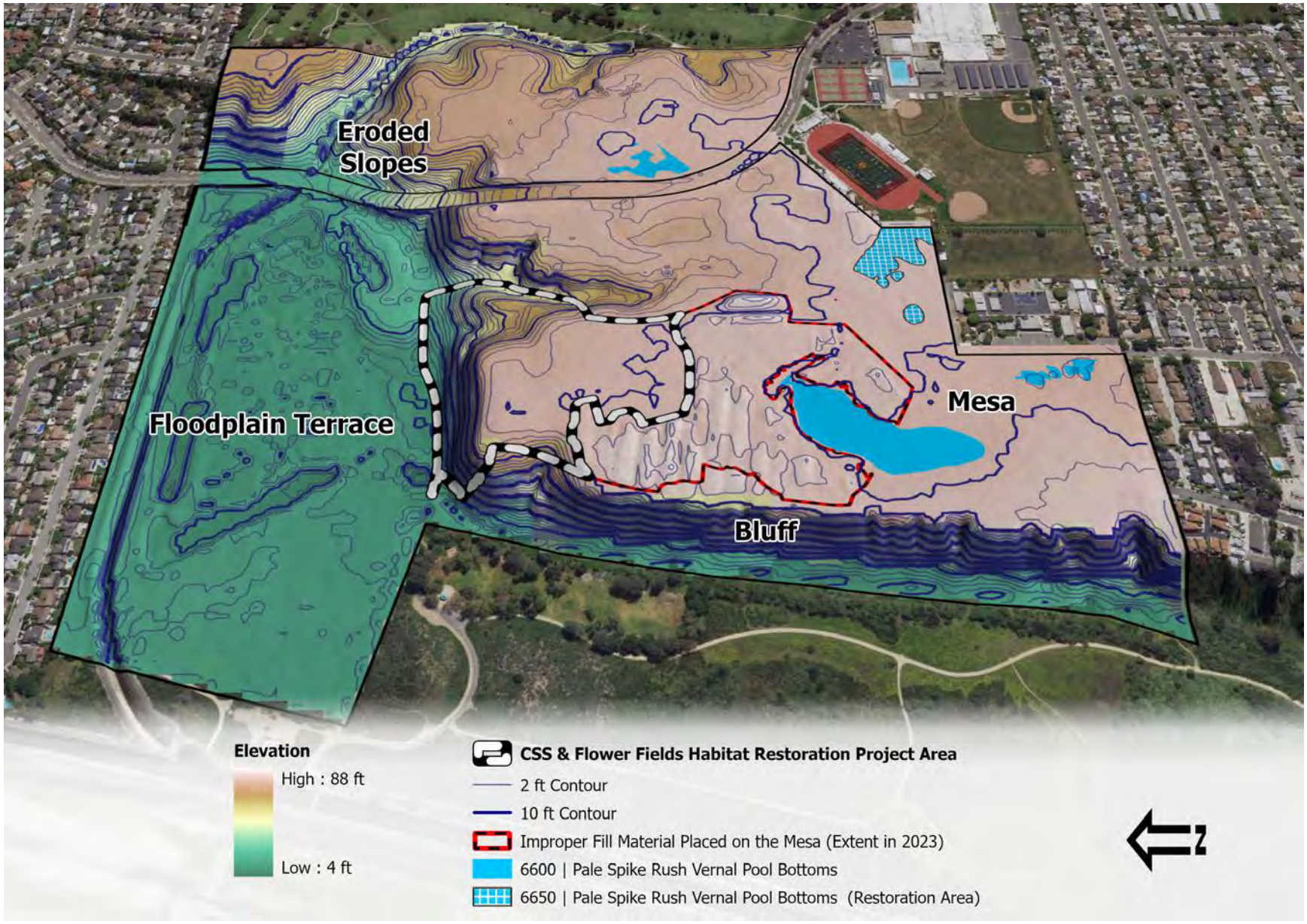


Figure 2-1 Geomorphic Features of Fairview Park.

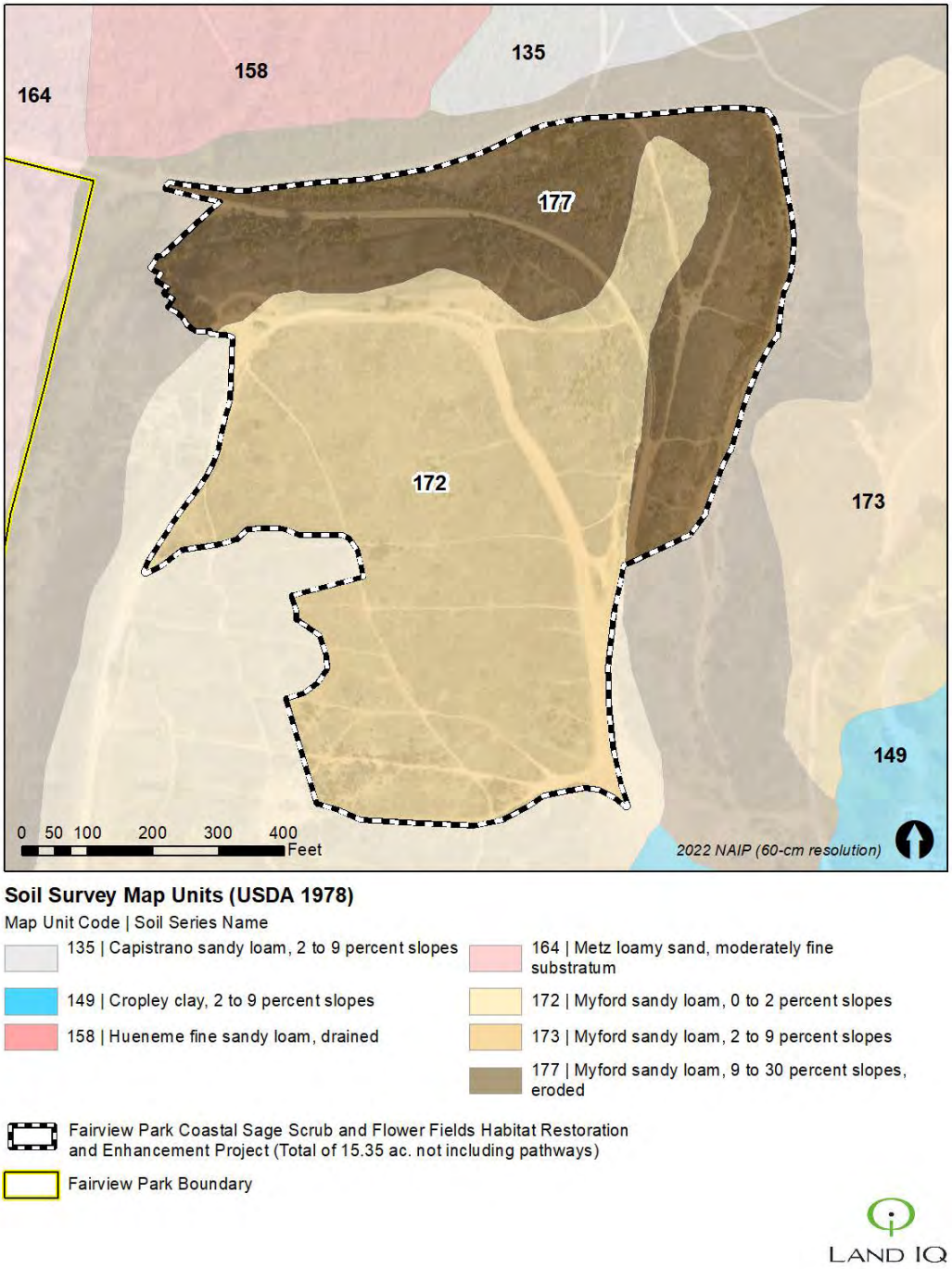


Figure 2-2 Soil Series Mapped in Fairview Park (USDA 1978).



Figure 2-3 Location of Vernal Pool Watershed and Vernal Pools in Relation to the Project Area and Improper Fill Material Extent in 2023.

2.5 EXISTING VEGETATION COMMUNITIES

The vegetation communities in Fairview Park were mapped in 2023 (Land IQ 2024) as part of the Fairview Park Master Plan Update, led by MIG. There are nine vegetation map units in the project area, including six vegetation communities and three urban or disturbed land cover classes (Figure 2-4, Table 2-1).

Two of the vegetation communities are suitable for habitat enhancement by controlling weeds and native seed addition:

1. California Sagebrush – California Buckwheat Scrub (Restoration Area)
2. Purple Sage Scrub (Introduced Vegetation Community/Restoration Area)

Four vegetation communities are suitable for habitat restoration as they have little to no native cover—or in the case of Coyote Brush Scrub (Disturbed), the native diversity is very low with almost all the native cover from coyote brush (*Baccharis pilularis*)—and a significant infestation of invasive mustards (e.g., *Brassica nigra, Hirschfeldia incana*), annual grasses (e.g.., *Bromus* spp., *Avena* spp., *Hordeum* spp.), thistles (e.g., *Carduus pycnocephalus, Centaurea melitensis*), and/or poison hemlock (*Conium maculatum*):

1. Upland Black Mustard and Tocalote Fields
2. Upland Shortpod Mustard and Tocalote Fields
3. Poison Hemlock or Fennel Patches
4. Coyote Brush Scrub (Disturbed)

The urban land cover class of “Anthropogenic Areas of Little or No Vegetation” identifies areas that have very high bare ground cover and have been denuded of vegetation by human use of informal, nonapproved trails and unnecessary expansion of approved pathways by recreational impacts or City maintenance crews. These areas are appropriate for habitat restoration, enhancement, or weed management buffer.

The existing asphalt pathway, which is used by pedestrians, bicycles and City maintenance vehicles is classified as “Urban-Sidewalk/Bridge/Trail” leads from the parking lot outside the project area and through the project area, providing access to the pathways in the Wetlands and Riparian Habitat Areas and Talbert Nature Preserve (OC Parks). This pathway will be maintained as an approved City pathway in Fairview Park and used for vehicular access by the Restoration Contractor for project activities.

The “Natural Soil Trail” is a City approved public pathway that branches off of the asphalt pathway and runs along the perimeter of the mesa in the project area, connecting to the staircase that leads from the mesa to Talbert Nature Preserve at the base of the bluff.

The six existing vegetation communities in the project area are described in more detail in the following sections. There are no wetland or riparian habitats within the project area.

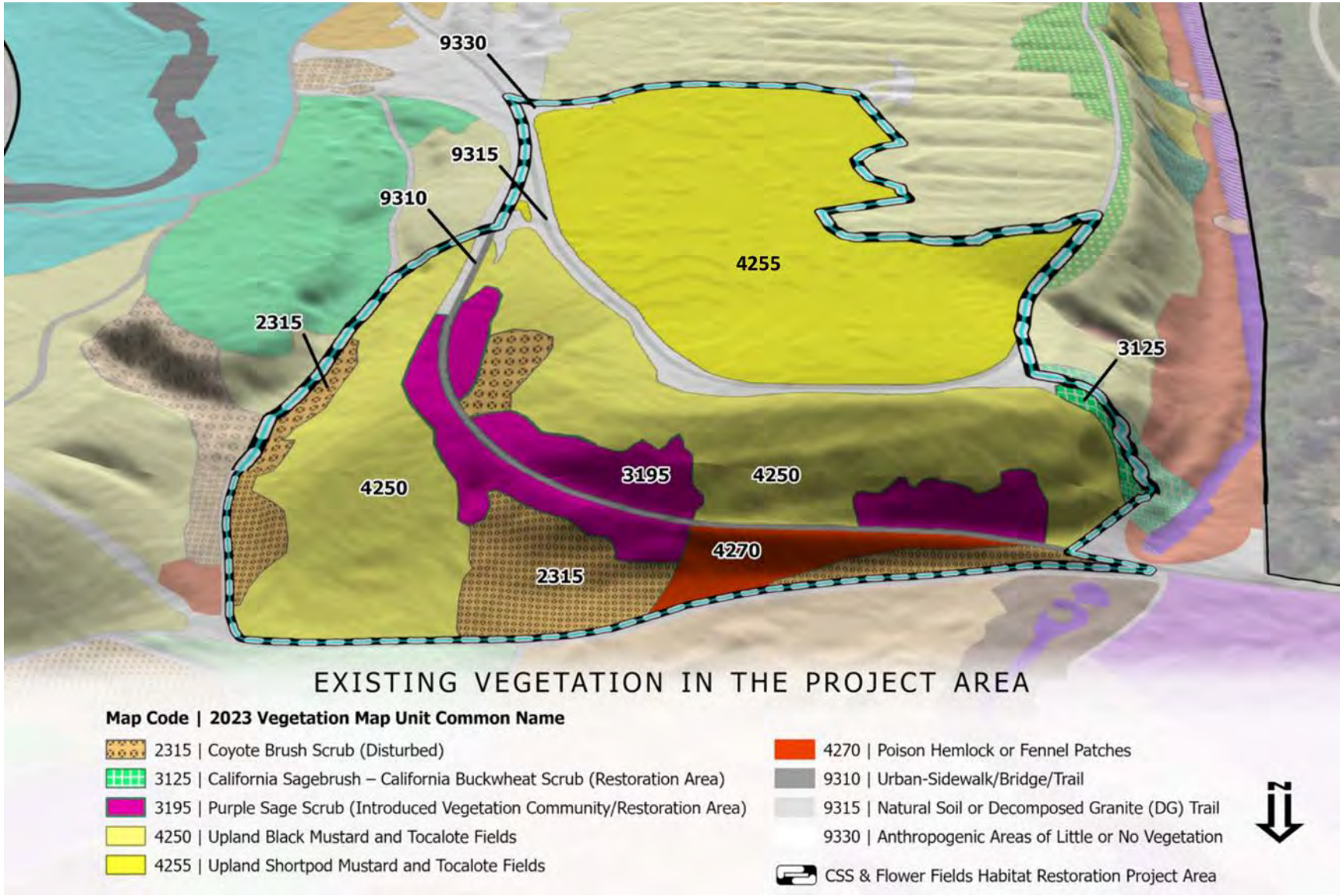


Figure 2-4 Existing Vegetation Communities in the Project Area.

Table 2-1 Summary of 2023 Vegetation Map Units in the CSS and Flower Fields Project Area in Fairview Park.

Scientific Vegetation Map Unit Name	Map Code	Common Map Unit Name
California Coastal Evergreen Bluff and Dune Scrub Group		
Baccharis pilularis Shrubland Alliance (Disturbed)	2315	Coyote Brush Scrub (Disturbed)
Central and South Coastal Californian Coastal Sage Scrub Group		
Artemisia californica – Eriogonum fasciculatum Association (Restoration Area)	3125	California Sagebrush – California Buckwheat Scrub (Restoration Area)
Salvia leucophylla Association (Introduced Vegetation Community/Restoration Area)	3195	Purple Sage Scrub (Introduced Vegetation Community/Restoration Area)
Mediterranean California Naturalized Annual and Perennial Grassland Group		
Brassica nigra – Centaurea melitensis Herbaceous Semi-Natural Association	4250	Upland Black Mustard and Tocalote Fields
Hirschfeldia incana – Centaurea melitensis Herbaceous Semi-Natural Association	4255	Upland Shortpod Mustard and Tocalote Fields
Conium maculatum – Foeniculum vulgare Herbaceous Semi-Natural Alliance	4270	Poison Hemlock or Fennel Patches
Urban/Disturbed/Other		
Urban-Sidewalk/Bridge/Trail	9310	Urban-Sidewalk/Bridge/Trail
Natural Soil Trail	9315	Natural Soil Trail
Anthropogenic Areas of Little or No Vegetation	9330	Anthropogenic Areas of Little or No Vegetation

2.5.1 Coyote Brush Scrub (Disturbed)

This vegetation community is primarily the result of coyote brush and other native shrubs recruiting into areas that would otherwise be classified as mustard and tocalote (*Centaurea melitensis*) fields because the herbaceous layer is entirely dominated by nonnative weeds (Figure 2-5). The dominant shrub is coyote brush, which can be very dense in patches. Other native shrubs and subshrubs that occur at low frequency include coast goldenbush (*Isocoma menziesii*), tarragon (*Artemisia dracunculus*), and California bush sunflower (*Encelia californica*). The herbaceous layer is dominated by such nonnative species as shortpod mustard, tocalote, and various annual grasses (*Bromus* spp. and *Avena* spp.), with poison hemlock and black mustard forming more extensive stands in some areas.



Figure 2-5 *Example of Disturbed Coyote Brush Scrub.*
Photo Taken September 24, 2023

2.5.2 California Sagebrush – California Buckwheat Scrub (Restoration Area)

Areas adjacent to the staircase from the mesa to Talbert Nature Preserve (constructed in 2009) have been restored to California sagebrush – California Buckwheat Scrub (Figure 2-6). In addition to the co-dominants, California bush sunflower, coast prickly pear, coyote brush, and coast goldenbush occur. Patches of black mustard and tree tobacco (*Nicotiana glauca*) have invaded some of the spaces between the native shrubs.



Figure 2-6 *Example of California Sagebrush – California Buckwheat Scrub Restoration Adjacent to the Staircase.*

Photo Taken April 27, 2023

2.5.3 Purple Sage Scrub (Introduced Vegetation Community/Restoration Area)

In the 1990s, this area on the north bluff slope was hydroseeded with California buckwheat and purple sage (City of Costa Mesa 2008). Today purple sage is dominant, along with coyote brush and California bush sunflower (Figure 2-7). The natural range of purple sage in Orange County includes only the Santa Ana Mountains and associated foothills (Allen and Roberts 2013). Contemporary observations in the coastal region of Orange County are likely introductions and the result of native revegetation and landscaping projects. Nonnative cover in this vegetation community includes black mustard, fennel (*Foeniculum vulgare*), poison hemlock, and nonnative annual grass (e.g., *Bromus* spp. and *Avena* spp.).



Figure 2-7 *Example of Introduced Purple Sage Scrub in the Foreground.*
Photo Taken April 27, 2023

2.5.4 Upland Black Mustard and Tocalote Fields

In the project area this vegetation community occurs on disturbed northerly-facing slopes and bluff slopes. The most common cover is from invasive annuals, tocalote and black mustard (Figure 2-8). Shortpod mustard (*Hirschfeldia incana*) also occurs but is not as dominant.

Some areas have high cover of nonnative annual grasses (*Bromus* spp. and *Avena* spp.) or wild radish (*Raphanus sativus*). Patches of fennel, castor bean (*Ricinus communis*), and tree tobacco occur more frequently in drainages. White horehound (*Marrubium vulgare*) occurs occasionally and typically on the edges of trails and in other frequently disturbed areas. Scattered individual native shrubs, including coast goldenbush, California sagebrush, California bush sunflower, and coyote brush, may be present, as well as the herbaceous natives clustered tarplant (*Deinandra fasciculata*), and tarragon. Denser patches of coyote brush occur, but typically in a monoculture and with an understory of nonnative grasses and forbs, limiting the habitat value of these stands for native wildlife species. Giant wild rye occurs (*Elymus condensatus*) occasionally in drainages. A few areas have planted coast prickly pear (*Opuntia littoralis*), although most of the north-facing slopes are unsuitable for cactus. These areas have highly disturbed soils resulting from past agriculture, construction of park facilities (e.g., fences, sidewalks), vegetation clearance, and erosion of topsoil.



Figure 2-8 *Example of Upland Black Mustard and Tocalote Fields on North Bluff Slope.*
Photo Taken April 27, 2023

2.5.5 Upland Shortpod Mustard and Tocalote Fields

This community occurs on the northern portion of the Mesa that was historically cultivated for crops in the early 1900s, including plowing or tilling (Land IQ 2024). This area may have been selected for cultivation because it did not exhibit the clay hardpan soils, which have poor value for agricultural crops due in part to poor drainage (USDA 1978). Alternatively, farmers may have actively broken up the clay hardpan layer to improve drainage for farming. Because of this agricultural history and irrevocable change to the natural soil condition, it is less likely that this portion of the Mesa will support vegetation communities in the Californian Mixed Annual/Perennial Freshwater Vernal Pool/Swale Bottomland Group, such as Clustered Tarplant Fields. The low frequency of woody shrubs (nonnative or native) in this area, and the dominance by annual life-forms, such as the native common fiddleneck *(Amsinckia intermedia*) and popcorn flower (*Plagiobothrys* sp.) in the late winter and early spring (e.g., Figure 2-9), followed by high vegetative cover of shortpod mustard and tocalote in late spring and summer (Figure 2-10), indicate that the area is appropriately classified in the California Annual Herb/Grass Group as Upland Shortpod Mustard and Tocalote Fields (e.g., Figure 2-11). In areas with more bare ground on the northern Mesa, the native annual forb turkey-mullein (*Croton setiger*) can be common.

Herbaceous cover is also provided by nonnative annual grasses (primarily ripgut brome, *Bromus diandrus*). There is low cover of black mustard and fennel, but these species are more prevalent in the drainage swale in the northwest portion of the Mesa. There is scattered cover from occasional dense patches of coast goldenbush.

Scarcity of black mustard and general lack of native shrubs or perennial weeds are two factors that help to distinguish the Upland Shortpod Mustard and Tocalote Fields vegetation association from the Upland Mustards and Tocalote Fields vegetation association that occurs on the northerly-facing slopes in the project area. The exception to this rule is provided by the nonnative perennial weed curly dock (*Rumex crispus*), which is common in disturbed areas with poor drainage (DiTomaso et al. 2013).

Most of this vegetation type occurs in areas that are part of the registered archaeological site identified as CA-ORA-58.



Figure 2-9 *Example of Native Common Fiddleneck on the Northern Mesa in Late Winter 2023.*

Photo Taken March 8, 2023



Figure 2-10 *Example of Nonnative Shortpod Mustard, Black Mustard, and Tocalote on the Northern Mesa in Spring 2023.*

Photo Taken April 27, 2023



Figure 2-11 Example of Shortpod Mustard and Tocalote Fields on the Mesa in (a) Late Winter, March 8, 2023, and (b) Summer, September 24, 2023.

2.5.6 Poison Hemlock or Fennel Patches

The dense patches of poison hemlock at the base of the north-facing slope also include nonnative annual grasses (e.g., *Bromus* spp. and *Avena* spp.), black mustard, and scattered coyote brush.

2.6 Wildlife

The mesa, north bluff, and eroded slopes in the project area support mainly nonnative mustard fields and annual grassland. Wildlife found in these open, grassy, and weedy areas, include the West Coast Lady and Checkered White butterflies, Common Side-blotched Lizard, Mourning Dove, Northern Harrier, Red-tailed Hawk, Say's Phoebe, Western Kingbird, American Pipit, Savannah Sparrow, Red-winged Blackbird, Blue Grosbeak, Desert Cottontail, and Botta's Pocket Gopher. In the past, San Diego Black-tailed Jackrabbits could be found using open habitats in the park, but this species appears to have been extirpated from all the lower Santa Ana River ecosystem in recent decades (Land IQ 2024).

Upland scrub plant associations growing on the park's slopes support such wildlife species as California Kingsnake, Southern Pacific Rattlesnake, Western Skink, Allen's Hummingbird, Bewick's Wren, California Thrasher, White-crowned Sparrow, California Towhee, and Desert Cottontail.

2.6.1 Sensitive and Protected Species

Fairview Park has been identified as a potential habitat for several species of conservation concern, including the Crotch's bumble bee (*Bombus crotchii*), a candidate species for state endangered status. This bee species has been observed foraging on native shrubs and annuals within the park (Hamilton 2023). It is assumed by entomologists that bumble bees likely forage within 1 to 2 km from their nest (CDFW 2023). Therefore, there is a high potential for occurrence in the project area. While Crotch's bumble bee nests have not been observed in Fairview Park, the project aims to significantly increase foraging habitat to support this species, including known food plants such as sages (e.g., *Salvia mellifera, S. apiana*), *Phacelia* spp., lupines (*Lupinus* spp.), and milkweed (e.g., *Asclepias fascicularis*) (Williams et al. 2014).

The federally threatened and state Species of Special Concern, coastal California gnatcatcher (*Polioptila californica californica*), may also benefit from the habitat restoration and enhancement efforts. Although no nesting has ever been observed immediately within the habitat restoration project area, resident coastal California gnatcatchers are present in scrub habitat in Fairview Park and in adjacent lower Santa Ana River scrub habitat (Hamilton Biological 2023). In the past Hamilton Biological (2023) has observed successful nesting in a community-led coastal sage scrub restoration area that is immediately to the east of the project site, referred to as the "canyon," although no nesting was observed during 2023 surveys (see Figure 1-2). Enhancing the habitat will provide valuable foraging opportunities and improve the overall quality of the potential nesting territory in the canyon and other scrub habitat for coastal California gnatcatcher in the lower Santa Ana River.

The federally and state endangered least Bell's vireo (*Vireo bellii pusillus*) has established nesting sites in the Wetlands and Riparian Habitat of Fairview Park, including the OCTA Project area (see Figure 1-2) located north of the current project area. The project area does not provide suitable nesting habitat for the vireo; however, there is a low potential for foraging activities.

In terms of aquatic species, no ponding was observed within the project area during the above-average rainfall year of 2023 (Land IQ 2024) or in 2017 (Glenn Lukos Associates 2017). Consequently, no fairy shrimp species, such as the federally endangered San Diego fairy shrimp (*Branchinecta sandiegonensis*) and the federally endangered Riverside fairy shrimp (*Streptocephalus woottoni*), were detected.

The proposed habitat enhancement efforts within Fairview Park will contribute to the conservation of these species by improving foraging opportunities and overall habitat quality. Regular monitoring and adaptive management will be important to avoid these species during implementation of this HRMP.

2.7 HABITAT RESTORATION STRATEGY

The CSS and Flower Fields Restoration Project will avoid and minimize impacts to biological and cultural resources with measures that are consistent with guidelines in the Fairview Park Master Plan and that comply with all applicable regulations. Existing native habitat, such as patches of CSS, will be avoided to the maximum extent practical. Woody native shrubs shall be identified by the crew and avoided when using mechanical approaches, mowing and line trimming. Mowing and line trimming shall be timed to the phenology of the flowering of invasive annual grasses and forbs, which typically germinate and flower earlier than the native herbaceous vegetation due to the adaptive traits that reinforce their invasive nature in disturbed areas. There will be no application of broad-spectrum herbicides except in areas that have been surveyed and don't have any sensitive, rare, or protected species. Crews will be trained to identify sensitive and rare plants to be avoided. All wetlands, including vernal pools, will be avoided. There are no vernal pool features in the project area.

This HRMP is consistent with the relevant guidelines from the OCTA (2012) Measure M2 Environmental Program Restoration Funding Guidelines and the habitat restoration goals of the original Habitat Restoration Plan (City of Costa Mesa 2011) for the OCTA Project.

2.7.1 ADAPTIVE MANAGEMENT

This project will be implemented with an adaptive management approach, which will allow the Restoration Specialist to adjust the level of restoration effort according to observations and analysis of site conditions, including establishment of the native seed mix.

An overview of the framework for the "Adaptive Management" approach is presented in the following six-step diagram (ERI 2009) (Figure 2-12).

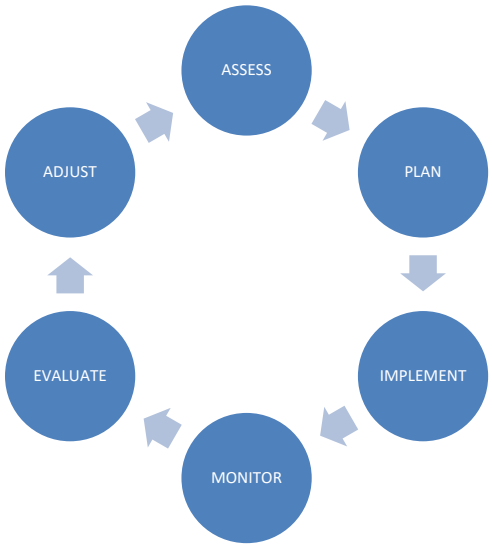


Figure 2-12 Adaptive management in 6-steps.

Habitat restoration is an inherently complex activity and adaptive management provides a framework that allows for flexible adjustments in management activities in response to the feedback provided by regular monitoring. Many fluctuating variables can influence the success of a restoration project, including weather conditions, fire events, intense rainfall events, the distribution and composition of nonnative species and adjacent land management activities. Monitoring is a key component of adaptive management and is necessary for tracking changes to a restoration project over time.

Prior knowledge and experience coupled with new observations can guide adjustments to management actions while still meeting restoration objectives and the broader goals of establishing ecologically suitable habitat within the habitat restoration area.

2.7.2 Habitat Restoration and Enhancement Targets

Land IQ (2024) identified suitable habitat restoration targets for the project area based on a thorough assessment of the following factors:

- Environmental characteristics (e.g., soil, landscape position, slope aspect, slope angle) in each location
- Physiological or ecological relationships of the dominant or co-dominant species in each map unit
- The identity of nearby vegetation communities
- Expert opinion based on habitat restoration experience
- A review of potential vegetation modeling outputs from the Nature Reserve of Orange County Habitat Restoration and Enhancement Plan Update (Brooks et al. 2019).

HABITAT RESTORATION AREA 1

The primary focus for Area 1, as identified in Figure 1-3, is the eradication of invasive mustards to establish suitable habitat restoration conditions. The target vegetation community for this area is Black Sage Scrub (*Salvia mellifera* Shrubland Alliance) featuring dominant cover from black sage, California sagebrush (*Artemisia californica*), and coyote brush (Land IQ 2024). Other native species to be incorporated in the seed mix include California bush sunflower (*Encelia californica*), California buckwheat (*Eriogonum fasciculatum*), deerweed (*Acmispon glaber*), and white sage (*Salvia apiana*). In the drainage areas, toyon (*Heteromeles arbutifolia*) and blue elderberry (*Sambucus mexicana*) can be planted and irrigated with the overhead irrigation system to be used for the grow-and-kill phase prior to seed installation.

HABITAT RESTORATION AREA 2

Area 2 is currently dominated by invasive mustards and grasses. The restoration target for this area is Fiddleneck-Phacelia Fields [*Amsinckia* (*menziesii, tessellata*) - *Phacelia* spp. Herbaceous Alliance] (Land IQ 2024). To achieve this goal, a combination of selective weeding and the introduction of a diverse native annual seed mix will be implemented. The mix will include a low diversity of select native woody shrubs, such as coastal goldenbush, deerweed, and California buckwheat, which are expected to occur at low frequencies. This approach will help restore the native flower fields to this portion of the mesa.

Due to the dominance of native annuals in this habitat type, there will be a risk of reinvasion by nonnative annual grasses and forbs. However, the establishment of a diverse and dense native seedbank, coupled with long-term management high-priority invasive plants (Appendix 1) by the City, will ensure the sustained value of this unique flower field/grassland habitat.

HABITAT ENHANCEMENT AREA 6

Area 6 was restored with native CSS as part of the construction of the staircase that connects the mesa to floodplain terrace in Fairview Park, as well as Talbert Nature Preserve. This area will be enhanced with weed management and native seed addition.

HABITAT ENHANCEMENT AREA 7

Area 7 was hydroseeded in the 1990s with purple sage and California buckwheat. Today it is dominated by purple sage and California sunflower bush with an understory of weeds, including mustard. This area will be enhanced with weed management and native seed addition.

NATIVE REVEGETATION BUFFER AREA 3

Area 3 is a relatively small area on the mesa between two pathways that will be managed with weed management and native seed addition.

NATIVE REVEGETATION BUFFER AREA 4

Area 4 is a 3-meter-wide native revegetation buffer between the habitat restoration areas and public pathways to deter recreational impacts. These areas will be planted with native CSS shrubs, managed for weeds, and will be seeded with a native seed mix.

WEED MANAGEMENT BUFFER AREA 5

Area 5 is a 15-meter-wide weed management buffer between habitat restoration area 1 and the improper fill material. This area will be mechanically cut, when needed, to prevent weed seed set. High-priority invasive plants shall be controlled according to Appendix 1, which includes the use of targeted herbicide application.

2.7.3 PROJECT DESCRIPTION

A qualified native habitat Restoration Contractor shall implement this Plan with oversight and biological monitoring from the Restoration Specialist. The project schedule is premised on the project beginning by fall 2024. If the project start is delayed, then in general, implementation of the project will need to be delayed by one calendar year due to the time sensitive nature of seed collection, time for plant propagation, and the timing of weed management events.

Before the first restoration activities occur, it is recommended that the temporary fencing and signage be installed as early as summer to notify the public that the project will begin in fall and that these areas are to be avoided.

The initial dethatching event to remove nonnative weed material will occur in late-October or November but before the onset of significant rainfall that will limit the use of wheeled or tracked equipment. A cultural resource monitor shall be onsite during the initial dethatching event to monitor the soil for any artifacts or culturally significant material.

Following the initial dethatching event, the temporary irrigation system and the nursery grown container plants shall be installed. The irrigation system shall be operated manually and have valves to isolate different irrigation zones. Bubblers shall provide supplemental irrigation for the transplanted nursery grown plants in Area 4 and overhead impact sprinklers shall be used for the irrigated grow-and-kill program in Areas 1 and 2. Any irrigation lines that cross approved pathways need to be trenched to avoid damage by vehicles and to avoid creating a tripping hazard for the public. If trenching is required, then the cultural resource monitor must be present.

The nursery grown container plants shall be installed in Area 4 and Area 2 before the end of January 2025. The plant material shall be grown by a nursery that specializes in native plants and sourced from material collected in the Orange County Seed Collection Zone as described in the Orange County Native Seed Partnership Strategic Plan (AECOM 2023). If the native plant nursery supplier for this project does not have sufficient material on hand, then the Restoration Specialist may make appropriate substitutions of plant species and/or amounts. A cultural resource monitor shall be on site during the digging of planting holes for the container plants.

The plants shall be irrigated to supplement natural rainfall and to establish the plants through the first year. A second year of supplemental irrigation may be required but no more than three years of irrigation shall be required unless drought conditions are severe. During irrigation events, the container planting basins shall be hand weeded to keep them free of all weeds.

The weed management buffer in Area 5 shall be mowed or line trimmed as necessary to prevent the buildup of excessive weed biomass and the development of viable seed from weeds, while avoiding native shrubs and native annuals to the extent feasible, as directed by the Restoration Specialist. Area 5 shall be maintained in this manner for the full term of the project.

In the habitat restoration Areas 1 and 2, the overhead irrigation system shall be used to "force" the growth of multiple crops of weeds throughout the year in a grow-and-kill program. The goal is to encourage germination of weed seed, then control the growth prior to viable seed set with a combination of mechanical and chemical weed control. Typically, one or two weeding events will be needed per season, for a total of four to eight weeding events per year, for two years (2025 and 2026). The habitat enhancement areas 6 and 7 and the native revegetation buffer areas 3 and 4 are adjacent to the irrigated grow-and-kill areas and shall be included in each grow-and-kill weeding event.

At the onset of the project, but no later than February 2025, the Restoration Contractor shall contract with a qualified native seed collector for the required seed material for the native seed mixes. This will allow the seed collector to have multiple opportunities to collect the requested seed material, from winter 2025 to fall 2026, thereby increasing the highest diversity and amount of seed possible for the project. The native seed mixes shall be installed in fall 2026, from mid-October to December but before the onset of significant winter rainfall that prohibit site access with equipment that is necessary for seed installation.

Area 1 shall be hydroseeded with a one-step installation method. The native seed mix will be installed in Areas 2 and 5 by broadcast seeding followed by a cultipacker to ensure good soil-to-seed contact. If any portions of these areas require additional soil stabilization, as determined during the weed management phase prior to seeding, then the hydroseed method may be used with the addition of a soil stabilizer (e.g., bonded fiber matrix). Areas with significant native cover, including Areas 4, 6, and 7, shall be hand seeded and then tamped for good soil-to-seed contact. Area 3 is relatively small and can be hand seeded, although hydroseeding or broadcast seeding followed by a cultipacker are also suitable methods.

The temporary irrigation system can be used, at the discretion of the Restoration Specialist to supplement natural rainfall for the first one to three years of seed establishment. Supplemental irrigation shall only be used in the fall, winter, and spring to augment natural rainfall. No irrigation shall be used in the final two years of maintenance and performance monitoring to demonstrate that the habitat restoration areas are self-sustaining. The temporary irrigation system may remain in place until the

end of the project in case it is needed for remedial actions, but it must be removed once the project is accepted by the agencies and is considered complete.

After seed installation, only hand weeding shall be allowed to control weeds in the project area, except for the weed management buffer Area 5, which is mowed, or line trimmed.

The Restoration Specialist shall regularly monitor the project to determine the timing and appropriate method of restoration activities, following the requirements, guidelines, and specifications in this HRMP. The Restoration Specialist shall be responsible for directing and providing oversight of work by the Restoration Contractor.

A Qualified Biologist, or Approved Biologist, as required by the species protection measures in Section 3.1, shall conduct pre-work surveys and provide biological monitoring as needed to avoid and minimize potential impacts from restoration activities.

The Restoration Specialist shall prepare annual reports documenting restoration and monitoring activities each year, including during the site preparation phase of the project. After seed installation (expected in fall 2026), there will five years of performance monitoring, including spring vegetation surveys to document progress towards meeting project goals and success criteria (expected to be calendar years 2027 to 2031; see Table 2-2). Annual reports will be reviewed by the City and submitted to OCTA.

If the project success criteria are not met in the fifth performance monitoring year, expected to be 2031, then the City shall continue to implement the project according to the HRMP, along with any ecologically appropriate contingency actions and/or alternative success criteria recommended by the Restoration Specialist in consultation with OCTA and the Wildlife Agencies, until the success criteria are met.

2.8 IMPLEMENTATION SCHEDULE

The implementation schedule for the project is presented in Table 2-2.

Table 2-2 HRMP Project Implementation Schedule.

Activity	**2024** Site Protection, Dethatch, Irrigation, & Planting			**2025** Weed Management & Container Plant Establishment Year 1				**2026** Weed Management & Container Plant Establishment Year 2				**2027** **Performance Monitoring Year 1** Maintenance & Monitoring				**2028** **Performance Monitoring Year 2** Maintenance & Monitoring				**2029** **Performance Monitoring Year 3** Maintenance & Monitoring				**2030** **Performance Monitoring Year 4** Maintenance & Monitoring				**2031** **Performance Monitoring Year 5** Maintenance & Monitoring			
	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall
Site Protection, Initial Dethatch, Cultural Resource Protection Monitoring, and Temporary Irrigation																															
Install Temporary Post-and-Rope Fence & Signage		×	•																												
Weed Dethatching Event (Late Oct to Nov) & Cultural Resource Protection Monitoring			×																												
Install Temporary Irrigation System (Areas 1, 2 & 4)			×	•																											
Native Revegetation Buffer (Area 4) and Drainages in Area 1 Container Planting, Irrigation, & Maintenance																															
Dig Container Planting Basins (Late Oct to Nov) & Cultural Resource Protection Monitoring			×	•																											
Install Nursery Grown Container Plants in Area 4 & Select Drainages in Area 1			×	•																											
Supplemental Irrigation of Container Plants			•	×	×	×	×	•	•	•	•																				
Hand Weeding of Container Planting Basins			•	×	×	×	×	×	×	×	×	•	•	•	•																	
Weed Management Buffer (Area 5) Weed Maintenance																															
Manage Weed Management Buffer (Area 5): Mow or line trim, as needed to prevent seed set				×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•
High Priority Invasive Plant Control in All Areas, As Needed	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

Activity	2024 Site Protection, Dethatch, Irrigation, & Planting			2025 Weed Management & Container Plant Establishment Year 1				2026 Weed Management & Container Plant Establishment Year 2				2027 Performance Monitoring Year 1 Maintenance & Monitoring				2028 Performance Monitoring Year 2 Maintenance & Monitoring				2029 Performance Monitoring Year 3 Maintenance & Monitoring				2030 Performance Monitoring Year 4 Maintenance & Monitoring				2031 Performance Monitoring Year 5 Maintenance & Monitoring			
	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall
Pre-Seed Installation Adaptive Weed Management																															
Irrigated Grow-and-Kill in Areas 1 & 2, and in adjacent Areas 3, 4, 6 & 7: Typically, 1 or 2 Weeding Events per Season, for a total of 4 to 8 events per year, for 2 years				×	×	×	×	×	×	×	×																				
High Priority Invasive Plant Control in All Areas, As Needed	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Native Seed Collection & Installation																															
Special Collection of Native Seeds, Seed Bulking, & Commercial Seed Production				×	×	×	×	×	×	×	•																				
Hydroseed Installation in Area 1											×	•																			
Broadcast Seed and Cultipacker for Good Soil-to-Seed Contact in Areas 2 and 5											×	•																			
Hand Seed Installation in Areas 3, 4, 6, & 7											×	•																			
Maintenance After Seed Installation																															
Supplemental Irrigation, As Needed in Winter, and Spring for 1 to 3 Years (No Irrigation in the Final 2 Years)												×	×			×	×			•	•										
Hand Weed, As Needed: Areas 1, 2, 3, 4, 6, & 7												•	×	×	•	×	×	×	•	×	×	•	•	×	×	•	•	•	•	•	•
High Priority Invasive Plant Control in All Areas, As Needed												•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

Activity	**2024** Site Protection, Dethatch, Irrigation, & Planting			**2025** Weed Management & Container Plant Establishment Year 1				**2026** Weed Management & Container Plant Establishment Year 2				**2027** **Performance Monitoring Year 1** Maintenance & Monitoring				**2028** **Performance Monitoring Year 2** Maintenance & Monitoring				**2029** **Performance Monitoring Year 3** Maintenance & Monitoring				**2030** **Performance Monitoring Year 4** Maintenance & Monitoring				**2031** **Performance Monitoring Year 5** Maintenance & Monitoring			
	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall
Remove All Temporary Irrigation (Late Oct to Nov)																															×
Remove Temporary Fencing if Permanent Fencing or Other Site Protection Measures are in Place																															×
Biological Monitoring and Reporting																															
Crotch's Bumble Pre-Work Survey	×	×																													
Biological Surveys prior to restoration activity, as needed (e.g., nesting birds, Dec 1 to Aug 31)			×	×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•	×	×	•	•	•	•	•	•
Horticultural Monitoring of Weed Phenology & Native Plant Material Establishment[1]			BW	BW	M	M	M	M	M	M	M	BW	BW	M	Q	M	M	Q	Q	M	M	Q	•	M	M	Q	•	Q	Q	•	•
Baseline Pre-Restoration Qualitative Monitoring (e.g., Photo Points, Veg Cover Estimates)	×	•	•																												
Spring Performance Qualitative Monitoring in All Areas (e.g., Photo Points, Veg Cover Estimates)					×				×				×				×				×				×				×		
Spring Performance Quantitative Monitoring in Areas 1 and 2 (Point-Intercept Line Transects)																													×		
Annual Habitat Restoration Monitoring Report (Due to OCTA by March 15 of Following Year; Final Report anticipated by March 15, 2032)				×				×				×				×				×				×				×			×

× = Required; • = If necessary; Winter = Jan-Mar; Spring = Apr-Jun; Summer = Jul-Sep; Fall = Oct-Dec; Recommended Monitoring Frequency: Q = monitoring once per quarter; M = monthly; BW = every two weeks; [1] Monitoring may occur more or less frequently, as needed based on project implementation timing, weather, and plant phenology.

2.9 PROJECT SUCCESS CRITERIA

The project success criteria for Habitat Restoration Areas 1 and 2, presented in Table 2-3, were developed based on Land IQ's experience with similar habitat restoration projects in coastal Orange County, the City's experience at Fairview Park, and the OCTA Restoration Funding Guidelines (OCTA 2012).

Voluntary habitat enhancement, native revegetation, and weed management buffer areas are not required, are not part of the habitat restoration areas for the OCTA project, and are not subject to project success criteria; however, these areas should follow the seed mix establishment guidelines in Section 8.4 and container plant replacement guidelines in Section 5.5 to help ensure the goals of the project are achieved.

Table 2-3 Project Success Criteria for Habitat Restoration Areas 1 and 2.

Project Success Criteria	Area 1	Area 2
1. In the third year of establishment of the native seed mix, the absolute native cover shall be at least:	25 to 50%	15 to 25%
2. In the third year of establishment of the native seed mix, the absolute native shrub absolute cover shall be at least:	15 to 25%	N/A
3. In the fifth year of establishment of the native seed mix, the absolute native cover shall be at least:	70%	50%
4. In the fifth year of establishment of the native seed mix, the absolute native shrub absolute cover shall be at least:	50%	N/A
5. The minimum cumulative number of native plant species documented within the restoration area during the five years of native seed mix establishment shall be at least:	15	15
6. In the final year of monitoring based on both qualitative and quantitative measurements, at least half of the native plant species set seed, and the number of native plant species seedlings shall be at least:	5	5
7. In the fifth year of establishment of the native seed mix and after two years of minimal weeding, the absolute nonnative cover shall be less than: *However, the control of high-priority invasive plants identified in the Fairview Park Long-Term Invasive Plant Management Plan (see Appendix 1) may be controlled in any year of the project.*	15%	25%
8. There shall be no supplemental irrigation in at least the final two years of performance monitoring.	Applicable	Applicable

2.9.1 Remedial Measures

As part of the adaptive management of the project, if the Restoration Specialist determines that an area is not making sufficient progress toward attainment of the success criteria, then the Restoration Specialist shall investigate and provide recommendations for remedial measures. Remedial measures may include replacement planting, supplemental seeding, adjustments to supplemental watering, or increased weed management activities.

2.9.2 Contingency Measures

If the success criteria are not met in the fifth year of performance monitoring, then the Restoration Specialist shall determine if additional monitoring and maintenance are likely to achieve the success criteria.

If no reasonable and appropriate remedial measures are deemed likely to achieve the goals and success criteria of this plan, the Restoration Specialist—in consultation with the City, OCTA, and the Wildlife Agencies—shall recommend ecologically appropriate contingency actions and/or alternative success criteria.

2.9.3 Notice of Completion

When the project success criteria have been met, the City shall notify OCTA and submit the final performance monitoring report. OCTA is responsible for providing the final project report to the Wildlife Agencies. It is anticipated that the Wildlife Agencies will request the City to provide a tour of the restoration project site. The project will not be deemed complete (or signed off on) until OCTA and the Wildlife Agencies concur that the site has met the necessary success criteria.

2.9.4 Long-Term Protection Instrument

Prior to sign off, the City will place a conservation easement, deed restriction, or other Wildlife Agencies-approved conservation mechanism, in favor of the Wildlife Agencies (or an approved third party), over the project site specifying that the area will be retained in perpetuity as open space for the sole purpose of native habitat conservation. The conservation easement or mechanism language should be approved by the Wildlife Agencies and OCTA prior to its execution. The conservation easement or mechanism shall disclose the obligations of future owners/tenants of the property (OCTA 2012).

3 RESOURCE PROTECTION MEASURES

3.1 QUALIFIED BIOLOGIST AND APPROVED BIOLOGIST QUALIFICATIONS

The following definitions describe a qualified biologist and an agency approved biologist:

Qualified Biologist: The minimum qualifications for the Qualified Biologist include a bachelor's degree in biological or environmental science, natural resources management, or related discipline; field experience in the habitat types that may occur at the project site; familiarity with the listed species (or closely related species) that may occur at the project site; and prior preconstruction survey, construction monitoring, or construction oversight experience.

Approved Biologist: For listed species, such as the coastal California gnatcatcher, least Bell's vireo, and Crotch's bumble bee, additional qualifications are required for biologists who would be responsible for species surveying. For this project, the Approved Biologist will have:

- A federal section 10(a)(1)(A) recovery permit for coastal California gnatcatcher surveys
- At least five years' direct experience with least Bell's vireo to survey for this species
- Approved by CDFW to survey for Crotch's bumble bee on the project site

Because the qualifications for the Approved Biologist exceed those for the Qualified Biologist, any activity indicated as appropriate for the Qualified Biologist below may also be completed by an Approved Biologist. Where sensitive species may be directly or indirectly impacted by project implementation, the following species protection measures shall be implemented, as appropriate.

3.2 SPECIES PROTECTION

Species surveys will include threatened, rare, or endangered species and breeding/nesting birds. The City will use survey guidelines provided below or agency-approved survey protocols. All existing resources to be protected will be identified by the City and flagged prior to any project disturbance. This habitat restoration project may have a short-term impact on resources, however there will be a long-term benefit.

3.2.1 COASTAL CALIFORNIA GNATCATCHER

BIO-1, *Habitat Avoidance*. Project impacts will be avoided or minimized in coastal sage scrub and other vegetation communities suitable for the coastal California gnatcatcher (CAGN). If the Project Proponent determines that the habitat is occupied or that impacts to these habitats cannot be avoided, any possible incidental "take" of CAGN individuals will be avoided or minimized through implementation of the measures listed below.

BIO-2, *Work Window*. To avoid or minimize impacts to nesting CAGN, all clearing of nonnative vegetation in CAGN suitable habitat will occur outside of the breeding season (February 15 to August 31). If the breeding season cannot be avoided, a USFWS-Approved Biologist will conduct prework nesting bird surveys no more than 5 days prior to vegetation removal. If no active CAGN nests are found, project activities may proceed.

BIO-3, *Work Restrictions Near Active Nests*. If an active CAGN nest is detected during the survey, work will be suspended until the end of the nesting season (August 31), or until the young have fledged; alternatively, the following conditions will apply:

a. A USFWS-Approved Biologist will establish a 100-foot disturbance buffer distance between noise-generating project activities and CAGN nest(s). Noise-buffer distances may be modified in coordination with the USFWS Field Office based on project-specific characteristics or a Project Proponent/Action Agency may choose to submit their own analysis and buffer recommendations for USFWS's consideration.

b. Once the buffer is established, a Qualified Biologist will monitor the nest during construction for signs of adverse effects, including distress/disturbance. If adverse effects are detected, the Qualified Biologist will have the authority to stop all construction activities in the vicinity of the nest and implement additional protection measures.

c. A Qualified Biologist will continue to monitor the nest and will determine when young have fledged (in coordination with a USFWS-Approved Biologist). Once the USFWS-Approved Biologist has confirmed that the young have left the nest, the buffer and exclusion zone may be removed, and construction activities within these areas may resume.

3.2.2 Least Bell's Vireo

BIO-4, *Habitat Avoidance*. All staging and temporary construction areas shall be outside of suitable least Bell's vireo (LBV) habitat and use existing roads, trails, and developed areas to the maximum extent practicable. All riparian vegetation (e.g., mulefat, willows, and cottonwoods) will be avoided.

BIO-5, *Work Window*. To avoid or minimize impacts to nesting LBV, all clearing of vegetation in occupied habitat or suitable habitat will occur outside the breeding season (March 15 through September 15). If the breeding season cannot be avoided, a USFWS-Approved Biologist will conduct preconstruction nesting bird surveys no more than 5 days prior to vegetation disturbance. If no active nests are found in the project area, project activities may proceed.

BIO-6, *Work Restrictions Near Active Nests*. If an active LBV nest is detected during the survey, work will be suspended until the end of the nesting season (September 15), or until the young have fledged; alternatively, the same species-protection measures identified above in **BIO-3a-c** will apply.

3.2.3 Crotch's Bumble Bee

BIO-7, *Habitat Avoidance.* Impacts to burrows/nests occupied by Crotch's bumble bee (CBB) will be avoided. CBB has a moderate potential to occur on the project site, thus protocol presence/absence surveys shall be conducted during the flight season and prior to any ground disturbing activities.

BIO-8, *Surveys.* Presence/Absence Surveys shall be performed by a CDFW-Approved Biologist or entomologist familiar with CBB behavior and life history. Surveys shall be conducted during the flying season (late April through mid-October), when the species is most likely to be detected above ground. Per the CDFW Survey Considerations for Candidate Bumble Bee Species dated June 6, 2023, a minimum of 3 surveys with a 2 to 4-week space between surveys shall be conducted during the colony active period. If no CBB are found on the project site, a project survey report (including negative results) will be provided to CDFW prior to ground disturbing activities. If Crotch's bumble bee is found on the project site, proponents may propose site-specific measures in coordination with CDFW to avoid take or obtain an Incidental Take Permit.

3.2.4 Burrowing Owl

BIO-9, *Avoidance*. Burrowing owls (BUOW) are not known to nest at Fairview Park; but are known to occupy the Park in the winter. The restoration activities shall avoid impacts to nesting BUOW and known overwintering locations. If a BUOW is observed on the project site, work shall be suspended, and the Qualified Biologist shall immediately contact CDFW to develop a plan for avoidance prior to initiating any ground disturbance on the project site.

3.2.5 Breeding / Nesting Birds

BIO-10*, Avoidance.* To the extent feasible, vegetation clearing activities should be scheduled to avoid the bird nesting season (February 15 through August 31). If it is not possible to schedule vegetation clearing activities between September 1 and February 14, then preconstruction surveys for nesting birds will be conducted by a Qualified Biologist to avoid impacts to nesting birds.

BIO-11*, Pre-work Breeding/Nesting Bird Surveys* will be conducted during the bird nesting season (February 15 through August 31) if vegetation removal or other activities are planned that could violate the California Fish and Game Code and/or the Migratory Bird Treaty Act (MBTA). A Qualified Biologist will conduct preconstruction breeding/nesting bird surveys no more than 5 days prior to the initiation of any site-disturbance activities that may impact nesting birds, such as vegetation removal, fence installation, and digging. During this survey, the biologist will inspect all vegetation and other potential nesting habitats in the project area for nests. Active nesting is present if a bird is building a nest or sitting in a nest, if a nest has eggs or chicks in it, or if adults are observed carrying food to the nest. If no breeding/nesting birds are observed, work activities may begin. If breeding/nesting birds are observed, the measures described below shall be implemented.

BIO-12*, Work Restrictions Near Active Nests*. If an active nest is detected, work will be suspended until the young have fledged or until the end of the nesting season (August 31); alternatively, the following conditions will apply:

a. A Qualified Biologist will establish a disturbance buffer distance between noise-generating project activities and the nest. Noise buffer distances (typically up to 300 feet for raptors and up to 100 feet for other species) will be determined by the Qualified Biologist based upon consideration of the bird species and the nature of the planned project activity.

b. If a buffer is established, a Qualified Biologist will monitor the nest during construction for signs of adverse effects, including distress/disturbance. If adverse effects are detected, the Qualified Biologist will have the authority to stop all construction activities in the vicinity of the nest and implement additional protection or avoidance measures.

c. A Qualified Biologist will continue to monitor the nest and will determine when the young have fledged. Once the Biologist has confirmed that the young have left the nest, the buffer and exclusion zone may be removed, and construction activities within these areas may resume.

3.3 CULTURAL RESOURCE PROTECTION

Most of Fairview Park contains sensitive resources, including protected archaeological resources (e.g., indigenous village use area, including CA-ORA-58, a nationally recognized cultural resource historic site), sensitive vegetation communities, and protected wildlife. The CSS & Flower Fields Restoration Project will benefit native plant and wildlife populations by restoring native flower fields and coastal sage scrub habitats, and the establishment of native plant cover will help to protect culturally significant resources by reclaiming informal trails and otherwise reducing soil disturbance.

Disturbance to existing native vegetation/wildlife habitat, and cultural resources will be minimal during project implementation. Nevertheless, actions required for site preparation, such as initial dethatch of nonnative weeds, digging planting basins for container plants, or substantial digging required for the removal of perennial invasive plant species during weed management activities could potentially disturb *in situ* culturally significant resources or disturb nesting birds in nearby areas. The CSS & Flower Fields Restoration Project will implement avoidance and minimization measures to protect sensitive biological resources through biological monitoring, activity buffers, and adjusting the timing of restoration activities.

Avoiding impacts to culturally significant resources is more complicated and therefore—following guidelines of a separate cultural resource monitoring plan being developed by the City—areas discovered to have artifacts or culturally significant materials at or near the surface will be buffered and excluded from CSS & Flower Fields Restoration Project activities until the appropriate actions can be taken. To provide leeway for this possibility, which could delay or disrupt the overall habitat restoration project, the City has identified a total of 11.91 acres suitable for restoration, so that up to 2.41 acres can

be temporarily set aside while still providing the outstanding 9.5 acres of mitigation in a timely manner.

3.3.1 Measures for Cultural Resource Avoidance Areas

If culturally significant materials are discovered within the project area, habitat restoration activities may need to be adjusted to protect and buffer these areas. In such cases, the restoration crew will avoid these locations until the City has determined that it is appropriate to proceed with the Habitat Restoration Management Plan (HRMP) in those areas.

While setting aside areas for cultural resource protection may lead to minor changes in the project's original layout, it is not anticipated to significantly impact the overall goals or the attainment of success criteria for the 9.5 acres of habitat restoration required for OCTA's mitigation credit.

To minimize potential fragmentation and maintain the overall quality of restored habitat areas for wildlife, if cultural resource avoidance affects more than 5 percent (0.6 acres) of the total 11.91 acres of habitat restoration, then the City and OCTA shall consult with the Wildlife Agencies for guidance on any additional measures that will be required to ensure success of the OCTA Project. This collaborative approach will help ensure any additional measures required for the project's success are properly identified and implemented, balancing the needs of both cultural resource preservation and habitat restoration.

4 General Protection Measures, Initial Dethatching Event, and Temporary Irrigation System

4.1 General Protection Measures

4.1.1 Equipment

Motorized equipment and hand tools will be used for the initial dethatching event to remove nonnative vegetation from the project area, while avoiding native vegetation. Equipment will include tractors and skidsteers that are mounted with mowers and other vegetation-management equipment. Walk-behind mowers and line trimmers will also be operated by crews to clear nonnative vegetation in areas inaccessible by equipment or have a higher density of native plant species.

Hand shovels and motorized augers will be used to dig planting holes for the container plants to a depth of twice the depth of the 1-gallon container and twice as wide. Prior to planting the hole should be backfilled so that the root crown sits at the height of the surrounding soil level. During the digging operation, a City approved cultural monitor shall be on site, according to guidelines of the cultural resource monitoring plan.

After the initial dethatching event, hand operated tools will be primarily used on the slopes (Areas 1, 6 and 7 on Figure 1-3) but there may be slope areas where it is safe and

appropriate to use wheeled or tracked mowing equipment. Tractors and skidsteers with mowing attachments will be used to manage weed growth in most of Area 2 during the initial phases of the project (site preparation and weed grow-and-kill). Most of Area 5 will be managed with tractors and skidsteers to maintain a weed management buffer during the entire term of the project. In those parts of Areas 2 and 5 where native vegetation or temporary irrigation lines cannot be avoided, however, weeds will be managed using hand operated equipment, such as line trimmers and walk behind mowers, and through targeted use of herbicide. Targeted herbicide applications will occur during the pre-seed installation weed management phase, using either low-pressure backpack spraying equipment or truck-mounted systems (e.g., low-pressure wand attached to a retractable hose mounted on a truck with an herbicide tank that is parked in either the weed management buffer or on an approved City pathway).

Upon completion of the grow-and-kill phase to reduce the nonnative soil seed bank, native seed mixes will be installed in the restoration, enhancement, and native revegetation areas. From this point forward mechanized equipment will no longer be used. Nearly all weed maintenance after seed installation will be completed by crews with hand tools. Line trimmers or herbicide may only be used in highly targeted circumstances, at the direction of the Restoration Specialist, to control major infestations of weeds that cannot feasibly be controlled by any other method.

Areas failing to meet the plant establishment guidelines, or the project success criteria may require remedial actions, including the use of equipment, at the discretion of the Restoration Specialist, within the scope of activities already described here.

4.1.2 Project Access and Staging

Vehicles will use existing disturbed and developed areas for access and staging equipment and materials. No new roads will be constructed, as existing pathways will be used for access. All rolling or tracked equipment, including pickup trucks for hauling equipment, crews, and waste material, will travel on the asphalt access road from the parking lot to access the project area (Figure 4-1). Only the equipment necessary to accomplish the tasks will be allowed into the restoration and buffer areas.

Construction equipment, vehicles, and materials will not be placed on planted or seeded areas, on existing native vegetation, or within sensitive habitat. To avoid unnecessary soil disturbance and compaction, no equipment shall access project areas with saturated or ponding soil.

All equipment will be removed from work sites at the end of each day. If equipment is stored at Fairview Park, it must be in a secured location, approved by the City. No equipment shall be stored on the natural areas of the mesa.

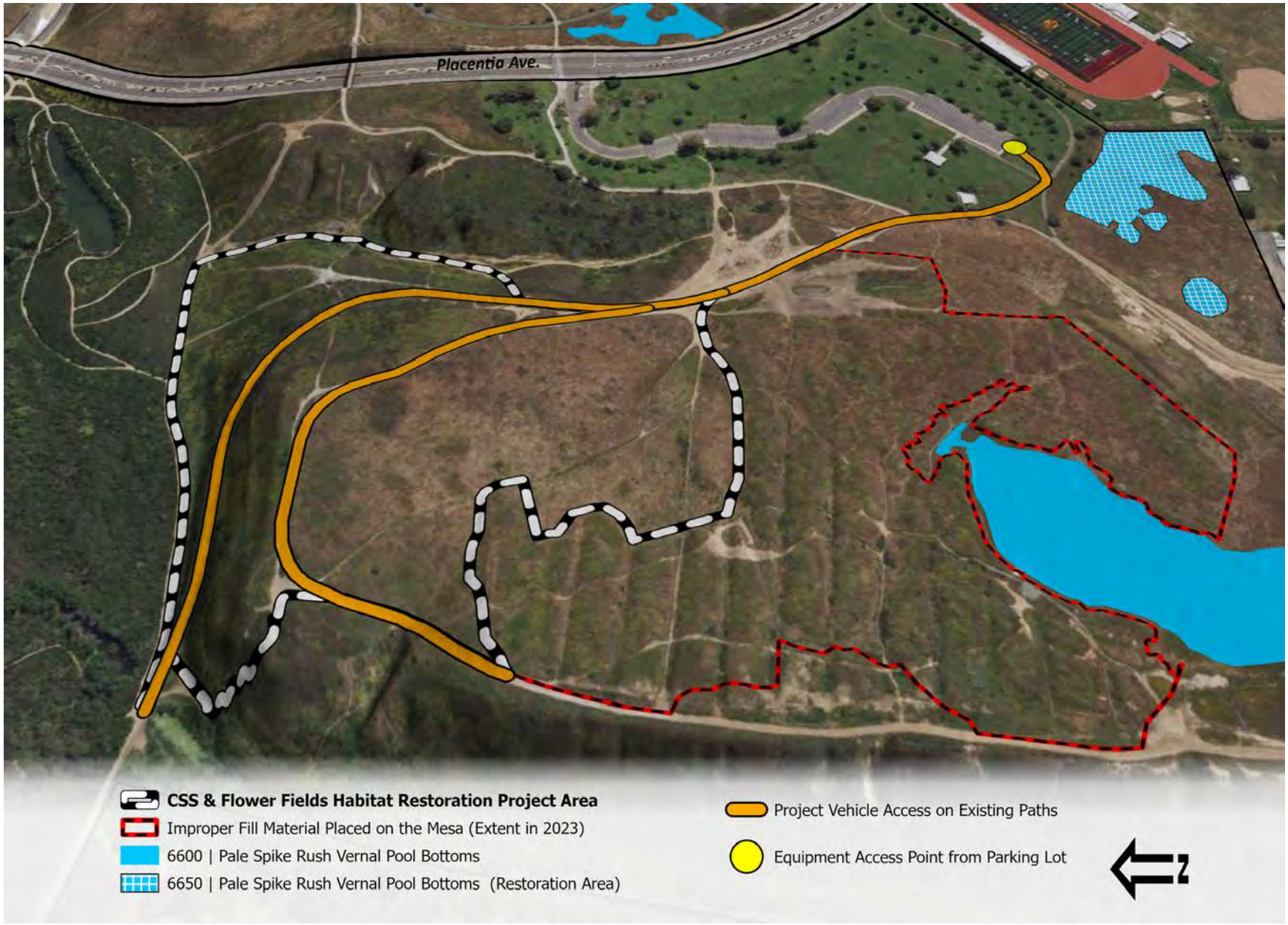


Figure 4-1 Vehicle Access Point and Pathways to Project Area.

4.1.3 GOOD HOUSEKEEPING PRACTICES

A. Restoration activities will be limited to daylight hours.

B. Restoration work and staging will be restricted to the smallest area practicable in designated work areas, routes, temporary interior access, or the limits of existing roadways/pathways. Prior to initiating restoration activities, fencing or flagging or other practical means will be erected to demarcate the limits of the project activities and exclusion zones, if present. Flagging or fencing will be maintained in good repair for the duration of project activities.

C. Where appropriate, fencing, flagging, or biological monitoring will be used to minimize or avoid disturbance to environmentally sensitive areas and listed species habitat which will include patches of CSS and other sensitive habitat.

D. The spread or introduction of nonnative, invasive species will be avoided. Invasive plant species (e.g., those rated as woody invasive by the Cal-IPC, or local problem species) will be removed from the project site as practicable, using locally and routinely accepted management practices. Invasive plant material will be removed using approved protocols and disposed of at an appropriate upland disposal or compost area in a manner that will not promote their spread. The project will use weed free erosion control materials such as burlap rice straw wattles and certified weed-free mulch, if needed.

E. Vehicle traffic will be confined to existing roads and the proposed access route(s). All machinery must be in good working condition, showing no signs of fuel or oil leaks. Oil, grease, or other fluids will be washed off at off-site designated wash stations prior to entering the site. Inspection and evaluation for the potential for fluid leakage will be performed daily prior to use. All fuel and chemical storage, servicing, and refueling will be done in an upland staging area or other suitable location with secondary containment to prevent spills from traveling to surface water or drainages.

F. All stockpiles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil.

G. No demolition or construction equipment, materials, or activity shall be placed in or occur in any location that would result in impacts to environmentally sensitive habitat areas, streams, wetlands, or their buffers.

H. All trash and debris shall be disposed in proper trash and recycling receptacles at the end of every workday.

I. Debris shall be disposed of at a legal disposal site or recycled at a recycling facility.

J. The discharge of any hazardous materials into any receiving waters shall be prohibited.

K. All herbicide mixing shall occur in designated work staging areas and conducted in such a manner as all potential spills shall be captured in containment bins. Herbicide

mixing shall not occur within 100 feet of an open body of water. Filling of spray backpacks shall be done in a containment bin to collect any potential spills. Park crews shall have spill kits in their vehicles and all spills shall be cleaned up immediately and all contaminated material properly disposed of off-site.

4.1.4 Temporary Fence and Signage

To identify the CSS & Flower Fields Restoration Project area for the public, temporary perimeter fencing shall be installed by the Restoration Contractor. Yellow rope shall be strung on t-posts or pig-tail posts placed 30 feet on-center, as identified on Figure 1-3.

All-weather signs (preferably anti-graffiti red with white lettering) designating the sensitivity of the habitat shall be placed approximately every 100 feet on the yellow rope to discourage unauthorized entry (e.g., reading "DO NOT ENTER/HABITAT RESTORATION IN PROGRESS"). Educational signage on the environmental benefits of the project shall be placed at the entry to informal trails that are closed to discourage trespassing. The educational signage shall be prepared by the Restoration Contractor and approved by the City's Fairview Park Administrator prior to installation.

The temporary fencing and signage shall be maintained during the term of the project and shall be removed at the end of the project when it is no longer needed. Temporary fencing shall be maintained in place by the City until permanent fencing or other suitable protective barrier is installed to protect the restored habitat from recreational impacts.

4.1.5 Removal of Trash and Debris

During the implementation of this plan, the Restoration Contractor shall keep the restoration areas free of trash and debris. If large trash items or hazardous items are dumped illegally in the project area, the City shall be responsible for removing the items, including all associated costs.

If a waste bin is placed on site for weed material, it will be in an existing developed area designated by the City, preferably in the parking lot area.

4.1.6 Pest Control

Local wildlife such as rabbits, pocket gophers and other rodents are expected to browse on the plantings and seed material. If the Restoration Specialist determines that the plantings are being jeopardized by wildlife, corrective measures such as organic, non-toxic deterrents and protective fencing/plant cages may be used. Invertebrate pests are rarely a serious problem in this type of habitat restoration project, in which native vegetation appropriate to site conditions is being established.

4.1.7 Erosion Control

To minimize erosion, appropriate control measures will be employed where necessary and may include silt fencing, straw wattles, or similar runoff barriers. Erosion control measures and repairs will be implemented as needed, subject to approval by the Restoration Specialist and the City.

STRAW WATTLES

Straw wattles are an effective erosion control measure to use on steep slopes that are lacking vegetation that will prevent erosion of bare soil surfaces. The wattles interrupt and slow down water flow on steep slopes and capture sediment that may be within the sheet flow. Biodegradable natural wattles of straw or coir rolls, if needed, should be used, and the netting of the wattles should be of non-plastic, biodegradable material that will break down in the environment over time, such as burlap wrap. Plastic netting can be an entanglement hazard for wildlife. General guidelines for straw wattle spacing are as follows:

- 50-feet apart on slopes flatter than 10:1
- 20 feet apart on slopes that are between 4:1 to 10:1
- 15 feet apart for slopes from 2:1 to 4:1
- 10 feet apart for slopes steeper than 2:1

The wattles should be trenched into the ground at a depth of 2 to 4 inches deep and aligned with slope contours. No daylight should be seen under the wattle if installed properly. Ends of the wattles shall be overlapped by 12 inches and not butted end to end to prevent rilling. Wood stakes that are at least 18 inches long and at least one inch in diameter should be placed at each end and every 4 feet on center, driven in the center of the wattle to anchor the wattle to the slope. Two to three inches of the stake should be left protruding above the wattle. Stakes should be driven perpendicular to the slope.

Straw wattles should be inspected regularly after significant rain events and maintained as needed to ensure adequate sediment holding capacity. Generally, removal of accumulated sediment should occur when the accumulated sediment reaches ¾ of the barrier height. Any damaged or missing wattles should be replaced.

4.2 INITIAL DETHATCHING EVENT

The initial dethatching event will remove the accumulated dead nonnative vegetation material and any new weed growth. Native vegetation will be avoided. The initial dethatching event will be performed in late-October or November to avoid the bird nesting season (February 15 to August 31) and the bumble bee flying season (late April through mid-October). However, if this event occurs during the breeding season an Approved Biologist must conduct species specific surveys according to Section 3.2.

The City shall conduct a Crotch's bumble bee protocol presence/absence survey according to Section 3.2.3 during the flying season (late April through mid-October) in 2024 prior to implementation of the project to determine if site-specific protection measures need to be developed in coordination with CDFW. If no Crotch's bumble bee nests are found, then the Qualified Biologist shall record and report incidental observations to CDFW.

The Restoration Specialist will layout project limits for the Restoration Contractor. The weed dethatching will be accomplished by a combination of equipment. Larger areas

without significant native perennial vegetation cover will be mowed with tractors or tracked skidsteers with mowing attachments and placed into windrows (lines of raked thatch) with the same equipment. In areas with more prevalent native perennial vegetation, crews will use hand-held line trimmers and walk behind mowers to avoid impacts to native vegetation during weeding activities. Cut weed material will be hand raked and removed from these areas.

All trash will be removed from the site to properly disposed of off-site either to a recycling facility or at a landfill. All care will be taken to preserve the existing native habitat, and species-protection measures will be followed to avoid and minimize impacts.

The goal of the initial dethatching event is to make the habitat restoration areas more accessible to restoration crews and to encourage germination of weed seed during the two years of irrigated grow-and-kill before seeding in fall 2026. The grow-and-kill method is used to treat (kill) seedlings and new growth before seed set to deplete the existing weed seed bank and to prevent new weed seed from entering the seed bank.

4.3 TEMPORARY IRRIGATION SYSTEM

After the initial dethatching event, and before the onset of significant winter rainfall, a temporary above-ground irrigation system shall be installed by the Restoration Contractor. The system will consist of overhead impact sprinklers arranged head-to-head to provide full coverage in the habitat restoration areas (Areas 1 and 2). In the native revegetation areas (Area 4), bubblers will be placed at each container planting basin.

The City will designate the irrigation water source and preferred alignment for the main supply line. Water used for irrigation must be of good quality with total dissolved solids (salts) at no greater concentration than 500 parts per million (ppm).

4.3.1 OVERHEAD IMPACT SPRINKLER IRRIGATION SYSTEM FOR AREAS 1 AND 2

A temporary above-ground irrigation system for Areas 1 and 2 should include the following features, as appropriate:

- The mainline will have lateral lines and gate-valves to separately manage the different areas or habitats, as necessary, depending on soils and landform.
- Sprinkler heads will be tested to accommodate the infiltration rate of the soil and landscape position. The size of the sprinkler heads and application rate will be determined after infiltration is evaluated in each area.
- The system will be laid out so that the wetted area from each sprinkler head has no more than a two- to three-foot overlap with adjacent sprinklers. The final layout design will depend on the system water pressure and the size of the sprinkler heads (based on the infiltration rate of the soil).

- Separate valves will be installed to manage overhead impact sprinklers. This is important because it may be required to turn off valves where nesting sensitive bird species are present.
- All impact sprinkler stems will be fitted with on/off ball valves to allow for hose connections and hand watering of container plants at installation and during establishment, as necessary. These valves will also allow specific areas to be shut off, as necessary.

The size of the sprinkler heads and application rate should be determined after infiltration is evaluated for the restoration area. An overhead irrigation system will also be used to germinate and establish seeded material, as appropriate.

4.3.2 Area 4 Bubbler Irrigation

The bubbler irrigation system in Area 4 will be used to supplement natural rainfall and to help establish nursery grown container plant material for one to two years.

The Restoration Specialist shall approve the irrigation design, layout, and schedules prior to installation of the system and implementation of water events by the Restoration Contractor. The temporary, above ground irrigation system shall have the following design:

- A mainline with lateral lines will be installed with gate-valves to separately manage the areas, as necessary depending on site soils and landforms.
- PVC lateral lines shall be laid out from the mainline to individual container plants.
- Full circle bubbler nozzles shall be installed at each planting location.
- Individual bubbler nozzles shall be pressure regulating.
- The irrigation system shall be fitted with on/off ball valves to allow for hose connections and hand watering of container plants, as necessary. These valves will also allow areas to be shut-off, as necessary.
- Operation of the system will require management by a person with demonstrated previous experience irrigating native vegetation.

4.3.3 Irrigation System Operation

The temporary irrigation system will be manually operated with valve-controlled zones that allow for each area to be irrigated independently. The system in Area 4 will be used, as necessary, to help establish nursery-grown plant material. The system in Areas 1 and 2 will be used for an irrigated grow-and-kill program to reduce the weed soil seed bank for two to three years.

The timing of irrigation events in Area 4 and Area 2 for the container plants will depend on evapotranspiration between irrigation events and soil moisture. In general, the container plants will be irrigated weekly for the first two months and then monthly for the remainder of the first year of establishment with 15 gallons of water provided for

each container plant. Irrigation in the second year will be applied to mainly supplement or mimic natural rainfall patterns in the spring and fall in such a way that plants develop deep root systems to maximize survival and vigor after irrigation is removed.

Infrequent deep irrigations shall be used for applying the water as opposed to frequent shallow irrigations. Deep root systems will provide healthier and more sustainable plants while plants with shallow root systems are more susceptible to drought, disturbance, and erosion.

Wetting of the full root zone and drying of the soil between irrigation events is essential to the maintenance of the plants and the promotion of a deep root zone that will support the vegetation in the years after establishment. A soil probe or shovel should be used to examine soil moisture and rooting depth directly. Once the weed soil seed bank is sufficiently controlled, the native seed mixes will be installed in Areas 1 and 2 and the overhead system will then be used to supplement natural rainfall between early fall and late spring for one to two years. The timing of irrigation events will depend on evapotranspiration between irrigation events and soil moisture. Once sufficient germination of the seed mix is achieved, deep irrigation will be implemented to promote development of a deep root system to maximize survival and vigor after irrigation is removed.

The irrigation system will be manually operated with valve-controlled zones that allow for each area to be operated independently. Under no circumstances will the irrigation system be operated with any type of automatic timer. The irrigation system will be run manually and only when at least one crew person is on site to check the system and prevent blowouts.

The Restoration Contractor shall be responsible for inspection and timely repair of the irrigation system. The Restoration Contractor shall consult with the Restoration Specialist to determine if extending or revising the irrigation schedule is necessary.

The temporary irrigation system will be removed at the end of the project.

5 NATIVE REVEGETATION BUFFER (AREA 4) AND DRAINAGE PLANTING IN AREA 1

5.1 CONTAINER PLANT PALETTE

The layout for container plants will be determined based on micro topographic features and planting sites will be marked on site using color-coded pin flags with each species having a different flag under the supervision of the Restoration Specialist. Area 4 is being planted to help create a visual barrier between the public pathway and the habitat restoration areas to discourage off trail activity, until the seed vegetation develops in future project years, in addition to the temporary fence. Plantings can be clustered with larger gaps where appropriate and the entire length of Area 4 does not need to be planted with container plants because it will be seeded as well.

Select drainages of Area 1 will be planted, as determined by the Restoration Specialist, to enhance the slope with toyon and blue elderberry food sources for wildlife. The spacing and quantity of plants will follow the specifications presented in Table 5-1.

In the drainage areas, toyon (*Heteromeles arbutifolia*) and blue elderberry (*Sambucus mexicana*) can be planted and irrigated with the overhead irrigation system to be used for the grow-and-kill phase prior to seed installation.

Table 5-1 Container Plant Palette for Native Revegetation Buffer Area 4.

Scientific Name	Common Name	Container Size	Typical Plant Spacing	Area 4 Total No. Plants	Area 1 Total No. Plants
Artemisia californica	California sagebrush	1-gallon	5 to 10'	75	---
Encelia californica	California bush sunflower	1-gallon	5 to 10'	75	---
Eriogonum fasciculatum	California buckwheat	1-gallon	5 to 10'	75	---
Heteromeles arbutifolia	toyon	1-gallon	12’	---	40
Isocoma menziesii	coastal goldenbush	1-gallon	5 to 10'	50	---
Salvia apiana	white sage	1-gallon	5 to 10'	50	---
Salvia mellifera	black sage	1-gallon	5 to 10'	50	---
Sambucus mexicana	blue elderberry	1-gallon	12’	---	40
			Total Plants	***375***	***80***

5.2 NURSERY PROPAGATION OF PLANT MATERIAL

Native shrubs shall be propagated for transplantation into the native revegetation Area 4. The container plants shall be contract grown by a qualified native plant nursery that has a minimum of five years of experience growing native plants using propagules collected from locations in the Orange County Seed Collection Zone (see Section 8.1.1 for more). The order shall be placed so that the container plants have a well-developed root system and are conditioned prior to installation in the fall/winter. All planting stock shall be grown in the nursery long enough to develop plant roots to the bottom of the specified container without becoming root bound.

The plant species shall be delivered for planting in the specified container (e.g., 1-gallon containers) in a healthy growing condition, with roots filling the container but showing no tendency toward being root-bound. Plant material will be inspected at the nursery twice, once early in the process to ensure that adequate material has been propagated, and once inspection scheduled approximately three weeks prior to plant delivery. Plants will be inspected again at the time of delivery, and any plant that does not meet the defined specifications will be rejected. The Restoration Specialist and the Restoration Contractor shall conduct plant inspections.

5.3 PREPARATION OF CONTAINER PLANTING BASINS

Planting holes shall be augured with the minimum disturbance and be no more than 1.5 times the diameter and 2 times the depth of the container species to be planted made to accommodate the root ball. A cultural resource monitor shall be onsite during any digging of planting basins.

5.4 INSTALLATION OF CONTAINER PLANTS

Upon plant delivery, container plants shall be properly stored in a designated temporary storage location. The Restoration Contractor shall be responsible for protection from herbivory, vandalism, theft, as well as maintenance (watering) of the container plants while they are in temporary storage.

All container plants are to be planted to the following specifications:

- Plants shall be planted with the roots untangled. Roots shall be protected from weather exposure during planting.
- Planting holes shall be backfilled 25 percent with excavated native soil, filled with water, and allowed to drain completely prior to planting. Container plants must never be installed in planting holes with standing water; all water shall be allowed to settle and infiltrate through the soil prior to plant installation.
- Plantings shall be set in well-drained planting holes with the crown of the root ball no more than 0.5 inches above grade. Under no circumstances shall the plant crown be buried. The soil around the planting shall be tamped down sufficiently to eliminate any air pockets in the soil.

- A basin around the planting shall be constructed by creating a berm above the existing grade approximately 24 inches in diameter around the planting.
- Each planting shall be sufficiently watered after installation so that water reaches the lower roots.

5.5 MAINTENANCE OF PLANTINGS

A temporary above-ground irrigation system with bubblers will be used to provide supplemental irrigation for each planting basin, for no more than two years, unless drought conditions are severe.

The container planting basins shall be hand weeded regularly by the Restoration Contractor as part of site maintenance throughout the project term, although the most intense weeding is expected during the first two years of establishment and supplemental irrigation.

5.5.1 SUPPLEMENTAL AMENDMENTS

During the establishment period of the installed container plants, supplemental amendments can be added if the plants appear stressed due to an imbalance of nutrients. In such cases, soil samples shall be collected by the Restoration Specialist. A standard agriculture suitability test shall be performed to determine the necessary amendments to add to provide optimal growth conditions for the native plants. In addition, plant tissue samples may be collected and tested to determine if there are any diseases, pests, pathogens or nutrient deficiencies, or toxicities present that could be impacting plant health.

5.5.2 CONTAINER PLANT REPLACEMENT

Survival of the container plants within the first growing season should be 80 percent. Plants shall be replaced if survivorship falls below 80 percent in years one and two of plant establishment, as determined by the Restoration Specialist. Replacements will be planted as previously specified and maintained for a minimum of one growing season, as necessary. Replacement planting after the first season shall only be specified if the visual estimate indicates substantial mortality and the function of these species has not been replaced by seeded material and natural recruitment.

6 WEED MANAGEMENT BUFFER (AREA 5)

Control in the weed management buffer is necessary to prevent the re-infestation of weedy plant species into the adjacent habitat areas. The weed management buffer shall be cleared of nonnative weed material during the initial dethatching of the project. Adequate management of the weed seed bank may take several years to achieve, depending on the size of the weed seed population and the number of treatment events that occur each year, as determined by rainfall and weather conditions. There is no irrigation in Area 5.

The weed management buffer in Area 5 shall be mowed or line trimmed as necessary to prevent the buildup of excessive weed biomass and the development of viable seed from weeds, while avoiding native shrubs and native annuals to the extent feasible, as directed by the Restoration Specialist. Typically, there will be three to four treatment events per year in the weed management buffer.

Any high-priority invasive plants that occur in Area 5 shall be controlled according to methods described in the long-term method invasive plant management plan prepared by Land IQ (2024) and included as Appendix 1 in this report.

Area 5 shall be maintained in this manner for the full term of the project.

7 PRE-SEED INSTALLATION ADAPTIVE WEED MANAGEMENT

Intensive weed management will be required prior to installation of the native seed material to ensure successful establishment of native habitat because the disturbance history has allowed for a significant weed soil seed bank to develop. Weed management will begin in fall 2024, after the initial dethatching event and the installation of the temporary overhead irrigation system in Areas 1 and 2. Consistent, irrigated grow-and-kill events shall be conducted for two years prior to installation of native seed mixes. Typically, one or two weeding events will be needed per season, for a total of four to eight weeding events per year, for two years (2025 and 2026). The habitat enhancement areas 6 and 7 and the native revegetation buffer areas 3 and 4 are adjacent to the irrigated grow-and-kill areas and shall be included in each grow-and-kill weeding event.

The timing of treatment events shall be scheduled to target optimal weed control. Weed control shall be timed to be completed prior to seed set. Success of the grow-and-kill cycles will be evaluated by the Restoration Contractor and Restoration Specialist to determine the need for additional treatments.

The selection of weed management methods for Areas 1, 2, 3, 4, 6, and 7 will depend on the type and density of weed species present, the density of native species, and accessibility. Control methods will include the following, as appropriate:

- Mowing/Cutting – mechanical equipment or hand tools
- Raking/Windrowing – mechanical equipment or hand tools for removal of cut material
- Hand pulling/cutting seedlings/saplings where feasible
- Herbicide application

Selecting the appropriate weed control method is crucial for effective invasive and nonnative plant management. Each method has its advantages and disadvantages, and various factors must be considered, including the timing of application, equipment and trained staff availability, and site access limitations. To minimize contributions to the

weed seed bank, nonnative seedlings and flowering plants should be controlled before producing viable seeds. If weeding occurs after seed development, it is essential to remove, bag, and dispose of seed material off-site.

Keeping soil disruption to a minimum is vital to reduce the germination of new weed individuals, protect native species, and preserve biological soil crusts. During the weed management phase in areas with no biological crusts and low native cover, limited topsoil disturbance from mechanical equipment, such as mowers, can accelerate weed seed germination, increasing weed control efficiency. However, care should be taken to avoid disturbing deep soil layers, which may bring up buried weed seeds that would not otherwise germinate without disturbance.

In areas with significant native cover or sensitive species, careful weeding by trained crews is necessary to prevent damage to native plants and impacts to sensitive species. Adaptive management, including regular monitoring, is key to guiding the scheduling and selection of weed control methods.

Only post-emergent herbicides will be applied in accordance with the methods and recommendations described in this plan and the City's herbicide use policies. Timing is critical, so phenological monitoring by the Restoration Specialist will determine the appropriate timing and method for weed control events.

USFWS has identified potential threats from some herbicides that could be used in the restoration areas, which could migrate in storm water or irrigation runoff to the vernal pools and potentially cause toxic effects to fairy shrimp. The project areas on the mesa (Areas 2, 4, and 5) are not currently hydrologically connected to the vernal pool watershed that feeds the vernal pools because the grade is flat to gently sloping north, east, or west. The improper fill material further impedes and disconnects surface water from moving from the flat areas of the project on the mesa from connecting with the vernal pools to the south. And the restoration areas are more than 300 feet from the nearest vernal pool. Despite the very low risk of surface water that has been treated with herbicide from reaching the vernal pools, out of an abundance of caution, the City shall allow USFWS to review and approve all herbicides proposed for use in the project. USFWS may further require best management practices for certain herbicides that have potential to harm fairy shrimp.

Mowing will primarily be used in areas with few to no native plants at the time of application, timed to occur after flowering but before significant seed production by the weed population. Line trimming and backpack spot-spray herbicide application will generally be employed in areas with greater native cover, where larger wheeled or tracked equipment cannot be used. Hand equipment will minimize impacts on existing native plants in areas with higher densities.

In some instances, it may be necessary to tailor the treatment method to the focal weed species because of growth habit. For example, repeated cutting of Russian thistle (*Salsola tragus*) can cause subsequent growth to be of short stature making it more difficult to control with a rotary mower. In this instance, flail mowing could be a more

effective option because it allows cutting closer to the ground (except on rocky sites). In spring at post emergence to rapidly growing plants, prior to flowering, post-emergent herbicide application is the preferred treatment for Russian thistle.

When using targeted herbicide foliar application, weeds generally should be checked about one month after application to determine the success of the herbicide treatment. Any new seedlings and small saplings observed during follow-up treatments can be hand pulled, ensuring that the root system is removed. The pulled material should be removed from the project area and properly disposed of off-site.

Hand weeding will be limited during the initial grow-and-kill period, as it is resource-intensive but will be used selectively to remove flowering weeds before seed set. This is particularly important when a small area contains out-of-sync flowering weeds or for removing newly sprouted invasive woody species. Hand weeding will be the exclusive method around container plantings.

Regular monitoring during site preparation will be required for successful weed management. Monitoring is necessary to guide scheduling and control methods for the specified invasive species phenology (i.e., life stage, such as germination, bolting, flowering).

The Restoration Specialist shall have the authority to require a third year of irrigated grow-and-kill before seed installation and the beginning of the five-year maintenance and performance monitoring period if the Restoration Specialist reasonably determines that the weed seed soil seed bank has not been sufficiently controlled, such that it will impact the ability of the habitat restoration areas to achieve the project success criteria.

7.1 PHYSICAL CONTROL METHODS

7.1.1 MOWING/LINE TRIMMING

Mowing with mechanical equipment, such as a rotary mower, flail mower, or mulcher attached to a tractor or skid steer, or hand-operated motorized cutting tools such as line trimmers are generally the most efficient and least disruptive site preparation methods to use in areas dominated by annual grasses and weedy herbaceous species. Mowing is appropriate in larger areas that are flat to moderately sloped. Careful mowing should be implemented to limit injury to native species when cutting. In areas with a steeper slope or with a higher density of natives, walk behind, hand-operated mowers or line trimmers should be used. Line trimming can be accomplished with a gas-powered, hand-operated line trimmer fitted with a string, brush blade, or similar instrument in areas inaccessible to larger equipment.

Like line trimming, a gas-powered, hand-operated, shafted hedge trimmer with an articulating blade can be used to trim weeds above the soil surface from a standing position. Shafted hedge trimmers can be effective for cutting denser patches of broadleaf weeds after they have flowered, such as nonnative filaree (*Erodium* spp.). Line trimmers are more effective for control of nonnative annual grasses than hedge trimmers. Hedge trimmers are most effective in areas that are inaccessible to larger

equipment, or when working around dense, existing native vegetation that excludes the use of larger equipment.

Fire prevention measures must also be taken to avoid accidental fires from sparks during machinery operation or line trimming with blades. These measures may include having a water truck on site near the mowing activity, shovels carried on the mower and water truck, and/or water fire extinguishers. The weed material should be cut as close to the ground as possible to limit re-sprouting of herbaceous species and ensure removal of bolting crowns of grasses. Care should be taken to not damage biological soil crusts where present.

7.1.2 HAND/MECHANICAL PULLING OR CUTTING

Hand-pulling or cutting of weeds is also one of the least disruptive methods of site preparation but is an inefficient method of weed control in dense stands of weed species. Hand-pulling or cutting should be reserved for controlling isolated individuals, targeted control of high priority invasive species, controlling small infestations in areas that are inaccessible to equipment, or where high densities of native or sensitive species are present. Hand-pulling is a very useful manual technique to use on young plants and small patches of weeds.

Hand-cutting can be used to remove the flowering stalks of weeds prior to seed development with tools such as sickles or vinyl knives. The cut material can be left in place if it does not build a significant layer of thatch or placed in a mulch pile. If cut material contains viable seed, then it should be disposed of off-site or placed in a mulch pile that is actively managed for germinating weed species. Target invasive species seed material should always be removed from the site and not left in mulch piles to stop the spread into new areas.

When hand-pulling weeds, the plants should be grasped near the base pulling in the direction the plant is growing to be able to better pull most of the roots out of the ground. Short tugs work better than one long pull to prevent breaking the plant before the main roots are removed. For larger plants, it may be helpful for multiple people to hand-pull simultaneously.

Isolated individuals of select invasive species can be pulled by hand or with a tool such as the Weed Wrench™. Using hand garden tools such as picks, cultivators, weeders, specialized hoes, mattocks, and trowels, can help to loosen the soil around the roots. After loosening the soil, pull vertically from the ground to remove as much of the root system as possible, especially weed species with a long tap root. When using a weed wrench, the clamp should be placed on the lowest point on the trunk as much as possible. The base of the weed wrench should be on the ground, but if it is not touching, rocks or branches can be placed underneath to improve leverage. Using your weight the weed wrench should be pulled toward you and not pushed away or injury could occur.

If digging is required to remove a perennial weed then the cultural resource monitoring plan should be consulted to determine the appropriate measures to protect artifacts or culturally significant materials that may be in the soil profile.

7.1.3 CUT-AND-DIG

Larger mature invasive species such as castor bean (*Ricinus communis*) can be controlled by cutting the upper foliage of the plant and digging out the root system. Plant foliage can be cut with a handsaw, loppers, axe, or similar tools and removed to allow for better access to the roots. The root material can be dug out and removed with a shovel, mattock, Pulaski, or similar tool. As much of the root material should be removed as possible for effective control. Many plants can readily resprout from remaining roots. Removed plant material should be properly disposed of to prevent resprouting.

If digging is required to remove a perennial weed, then the cultural resource monitoring plan should be consulted to determine the appropriate measures to protect artifacts or culturally significant materials that may be in the soil profile.

7.1.4 MECHANICAL RAKING/WINDROWING

Following the initial mowing and clearing event of a site, the site should be dethatched by raking the cut material and removing it from the site. Raking and removal of cut material is not necessary in subsequent mowing events unless a significant amount of the weed species has set seed, or it is determined the thickness of the thatch will prevent germination of the next crop of weeds. Additionally, a final removal of thatch material may be necessary prior to seeding activities to ensure good seed-to-soil contact, depending on the seeding method used. For instance, drill seeding and hand-broadcast seeding can be accomplished over mowed plant stubble if the thatch is not too thick. For hydroseeding, it is best to have minimal thatch present on the ground.

Material should be mechanically raked into windrows and placed into mulch piles within the restoration area, placed in adjacent buffer areas, or removed from the site if necessary. After the dethatching event, there may be a significant amount of weed seed present, in which case, it would be preferable to remove the thatch from the restoration area, either off-site or in buffer areas where it can be further managed during implementation of the restoration project.

An exception to leaving cut biomass in place is when an herbicide that retains the active ingredient in the dead plant material (e.g., clopyralid) is used. In this case, collect and mulch the biomass in a buffer area or remove and properly dispose of the material from the site since this could inadvertently damage native species present.

7.2 CHEMICAL CONTROL METHODS

Herbicide treatment is specified mainly for dense weed areas with low densities of native species and for control of high priority invasive species that are perennial or may re-sprout from taproots and rhizomes. For effective control of weed populations, these weeds must be controlled before they produce viable seed. Most herbicides are not selective for weeds only (i.e., these herbicides must be applied with the least harmful effect to non-target native species). Only post-emergent herbicides, which kill plants after they have germinated and are actively growing, are recommended.

Only herbicides registered for use in California and in wildlands should be used judiciously for the control of target invasive species. Herbicides that are registered for use in California natural areas are recommended to be used at rates specified on the herbicide labels for the target invasive species. The recommended herbicides registered for use in California that are proposed in these guidelines are: glyphosate, a non-specific broad-spectrum herbicide registered for use on almost all weed species; fluazifop-p-butyl, for the control of weedy grasses; clopyralid, for the treatment of thistles in the rosette stage; and triclopyr, for the treatment of herbaceous invasive plant species. Envoy (active ingredient clethodim) shall not be used per USFWS concerns about potential for negative effects on fairy shrimp in vernal pools in the Fairview Park.

A state licensed Pest Control Advisor (PCA) shall be consulted to provide written herbicide recommendations for species specific control methods for the Park. The herbicide applicator must have a pest control business license that requires at least one individual employed by the business to be in possession of a qualified applicator's license. All licenses must be issued by the State of California and be currently registered in the county of work. If a qualified applicator is not present during the herbicide treatment, all applicators must have undergone documented herbicide training.

Personnel must wear all Personal Protective Equipment (PPE) required by law and follow all herbicide label directions and precautions. PPE includes but is not limited to chemical-resistant nitrile gloves, eye protection, chemical protective suits, e.g., Tyvek®, and protective footwear. All re-entry times specified on an herbicide label must be observed and posted. Herbicide preparation must be conducted only in approved staging areas more than 100 feet from a stream course or any body of water. Only herbicides and surfactants approved for aquatic use should be used within 100 feet of a stream course or any body of water.

A colorant or marking dye is recommended to ensure even coverage of herbicide. The material should be a non-toxic material such as Blazon®, Turf Mark®, or equivalent. The dye should be mixed with the herbicide at no more than half the rate specified on the label as it can reduce product performance, especially at lower herbicide application rates.

Herbicide treatment should be conducted only when weather conditions are conducive to effective uptake of the herbicide by target species when plants are at the specified growth stage. Optimal weather includes sunny and dry conditions with ambient temperatures of at least 65 degrees Fahrenheit. Wind conditions should be five miles per hour or less for herbicide applications that can be subject to drift, e.g., foliar spray methods, to minimize herbicide drift for worker protection and to prevent damage to desirable vegetation. Treated plants shall not be disturbed until the applied herbicide has had time to take effect per the manufacturer's instruction.

7.2.1 Foliar Spray Treatment

Foliar spray treatment involves applying a select herbicide at a specified concentration directly to the exposed foliage of the plant to thoroughly wet all leaves. For the foliar

spray treatment to be effective, the exposed foliage needs a thorough coating of herbicide, and the plant should be actively growing. The green or photosynthesizing parts of the plant should be sprayed for uptake of the herbicide by the plant. Typically, the foliar spray treatment is best used on smaller plants to ensure adequate cover of the herbicide.

The disadvantage of the foliar spray treatment is the damage that may be caused to desirable species in the localized area where spraying occurs, especially if a non-selective herbicide like glyphosate is being used. Additionally, the foliar application method is generally ineffective on invasive plants with thick waxy cuticles.

Foliar spray shall be by low pressure hand operated sprayers only. For backpack or hand-held application of herbicide, a low-pressure regulated sprayer with a coarse droplet size and single-nozzle wand shall be used. For this type of application use either spray-to-wet applications, or low volume directed spray.

Prior to the use of hand-held herbicide applicators, the equipment should be checked to make sure it is fully functional and does not have any leaks. After filling the closure cap should be securely screwed on and not-cross threaded to prevent any spills or leakage. For backpack sprayers, the rubber gasket and nipple in the sprayer lid should be regularly lubricated for proper functioning. The applicator should not bend over or lean too far forward to prevent any spills onto their person or on to desirable vegetation. Prior to use, the pump of the backpack sprayer should be primed with 10 to 20 pumps. When traveling between spraying points, the applicator shall keep their hand off the lever to avoid any inadvertent spraying of herbicide.

To decrease the chances of spraying nontarget plants, preparation before spraying may be needed in areas where weeds are mixed in with native plants. The target invasive plant for control should be separated from natives and if the plant is tall, the plant should be carefully bent downward, away from natives, and the herbicide solution applied. After spraying, the plant should be released slowly and carefully to avoid any herbicide drips or runoff. The herbicide applicator should be sure to observe what is behind and around the target invasive species for control and be mindful of wind speed and direction. Nozzle adjustments may be necessary to get the mist pattern for the best coverage of the target invasive plant. Larger plants should be sprayed from multiple angles to ensure adequate coverage of the plant with herbicide for effective control.

For application to small weeds (e.g., seedling stage) amongst dense native plants, if herbicide application is deemed necessary, the herbicide can be applied by backpack sprayer with a low-pressure regulated wand with the nozzle directed to the weed foliage, thereby avoiding overspray. However, nozzle-to-plant application is time intensive and requires highly trained applicators that can differentiate between native and nonnative plants at the seedling stage; and therefore, it is typically not the most cost-effective weed management method.

7.2.2 RECOMMENDED HERBICIDES FOR THE CONTROL OF NONNATIVE SPECIES

The following subsections provide information and application rates for specific herbicides recommended for use in the restoration and enhancement areas.

Categories of herbicides include pre-emergent and post-emergent. Pre-emergent herbicides are applied to the soil and work by either disrupting plant germination or kill newly germinated weed species and do not harm established plants. Post-emergent herbicides work on established and actively growing weed species. Only post-emergent herbicides are recommended for use in the restoration and enhancement areas. Pre-emergent herbicides should not be used for habitat restoration since they may also affect newly germinated native species preventing natural recruitment or establishment of an applied seed mix. The soil residual life of herbicides, or the amount of time it remains active in the soil, varies by herbicide and can be anywhere from several months to several years before breaking down into inert compounds.

Only herbicides registered for use in wildlands should be used judiciously within the restoration and enhancement areas. Herbicides that are registered for use in California for natural areas are recommended for weed species at specific rates noted on the labels. Pre-emergent chemicals are not recommended for use at any time during. The following herbicides are recommended herbicides to implement this plan:

- Fluazifop-P-butyl (e.g., Fusilade®; EPA Toxicity Class III, low toxicity) will be specified for foliar applications, at application rates recommended on the label, for grasses.
- Glyphosate (e.g., Round-up®; EPA Toxicity Class III, low toxicity) will be specified for foliar and stump cut applications, at application rates recommended on the label, for most target invasive and nonnative species.
- Clopyralid (e.g., Transline®; EPA Toxicity Class III, low toxicity), will be specified for foliar spray applications, at application rates recommended on the label, for thistle control.
- Triclopyr (e.g., Garlon 4 ultra®; EPA Toxicity Class III, low toxicity) will be specified for foliar spray applications and stump cut applications, at rates recommended on the label, for woody species, sweet fennel, and other target invasive herbaceous species.

Post-emergent herbicides are either selective (kills specific types of weeds such as grasses or broadleaves) or non-selective (works on all plants). Grass-selective herbicides include Fusilade® DX and Envoy®. Broadleaf-selective herbicides include clopyralid. Non-selective herbicides include glyphosate and triclopyr.

Post-emergent herbicides can be broadcast sprayed in areas with a low density of native species or applied with backpack sprayers in areas with a higher density of native species. Selective herbicides can be broadcast sprayed to control the desired weed type with little to no impact on natives of a different plant type. Non-selective herbicides can be more efficient in areas with a mix of grass and broadleaf weed species since they can

treat all the weed species present at the site. However, non-selective herbicides can cause the most harm to desirable native species and should only be broadcast sprayed in areas with a low density of natives.

Caution should be taken to prevent overspray and herbicide drift onto the foliage of native species as they can damage or kill the plant(s). Prior to selection and use, the label of each herbicide should be read to determine if the active ingredient can translocate through the soil and cause potential damage to the root system of native species.

Fluazifop (Fluazifop-p-butyl Fusilade® DX)

The active ingredient in Fusilade® DX is fluazifop-p-butyl. Fusilade® DX is a selective post-emergent herbicide used for the control of annual and perennial weed grasses. The herbicide is systemic i.e., it is absorbed and moves from the foliage to the roots, rhizomes, stolons, shoots, and meristematic regions of the grasses.

Application Rate

Fusilade® DX application rates for annual and perennial grasses are 16-24 ounces (oz) per acre (4 to 6 oz of active ingredient [a.i.] per acre). For control of seedlings the rate is 8 oz per acre (2 oz a.i. per acre). Add the following spray additives to the herbicide mixture for optimum effectiveness:

- Crop oil concentrate containing 15-20% approved emulsifier at 0.5-1% volume/volume (v/v) (0.5-1 gallon [gal]/100 gal)
- Nonionic surfactant containing at least 75% surface-active agent at 0.25-0.5% v/v (1-2 quarts/100 gal)
- A non-toxic colorant or marking dye to insure even coverage of herbicide. The dye should be mixed with the herbicide at no more than half the rate specified on the label of the dye as it can reduce product performance, especially at lower herbicide application rates.

Weedy grass species should be treated at the appropriate growth stage for optimum effectiveness. Grasses that have tillered (sprouted a shoot from its base), formed seed heads, or exceeded the growth stages listed on the label should not be treated. Target weed grasses should not be under stress (e.g., from moisture, temperature, low soil fertility) for optimum control.

If the treatment area has a mix of weedy grasses, Fusilade application should be implemented when the first grass reaches the specified growth stage for treatment using the highest application rate for the grasses in the mixed population. The optimum growth stage for treatment of annual grasses is when grasses are 2–8 inches tall, but prior to tillering and/or seed head formation. It is important to note that in drought years when available water is limited, nonnative grasses can flower early when plants are less than 8 inches tall. Monitoring of flower production is critical to determine the optimum time for weed control. Thoroughly coat the foliage with herbicide during foliar application, but not to the point of runoff of the herbicide.

No more than 72 fluid ounces of Fusilade per acre a year should be applied to a treatment area. It should not be applied if rainfall is expected within 1 hour of application. Fusilade should not be applied directly to water, where surface water is present, or where runoff into water bodies could occur. To reduce herbicide runoff, avoid applications of herbicide within 48 hours of rainfall. Restrict entry into treated areas as specified on the label.

Visual observations of control can be seen within one week of treatment; however, it is dependent on the grass species and environmental conditions. Growth of treated grasses typically stops soon after application. Signs of herbicide control include loss of vigor, yellowing, reddening, and eventual death.

Glyphosate

Glyphosate (e.g., Roundup Pro® Concentrate or Roundup Pro® Max) is a broad-spectrum post-emergence herbicide for the control of annual, perennial, and woody weed

species. The herbicide is systemic and moves from the treated foliage to the root system.

Foliar application should be implemented when the target species are at the appropriate growth stage for optimum effectiveness. Target annual and perennial species should be actively growing. Application to annual species should be prior to seed head formation of grasses and before bud formation in broadleaf weeds. Perennial weeds should be treated after they reach the reproductive stage of growth (e.g., seed head formation in grasses and bud formation for broadleaf species). If treatment is necessary prior to perennials reaching the reproductive stage, the higher label application rate should be used.

Application Rate

Most annual and perennial weed species can be effectively treated with a 2% solution of glyphosate when applied during the appropriate growth stage. Follow label directions of the glyphosate product used to mix a 2% solution. Add colorant or marking dyes to the spray solution to aid the applicator in achieving good coverage of target species. The dye should be mixed with the herbicide at no more than half the rate specified on the label as the amount of dye can reduce product performance, especially at lower herbicide application rates.

Most glyphosate products contain a surfactant, and no additional surfactant is needed or recommended to add to the mix except for glyphosate products registered for aquatic use. Aquatic glyphosate formulations do not contain a surfactant in the herbicide product. If using an aquatic formulation and a surfactant is added to the mix, follow the directions on the herbicide label. However, it should be noted that in some cases, specific project permits and conditions may not allow use of a surfactant for aquatic applications.

Except where specified on the label, no more than 8 pounds (lbs) of glyphosate acid per acre per year should be applied to a treatment area in California. The total glyphosate acid amount is additive for all glyphosate products used in a given area, so it is important to keep a record of the amount of all glyphosate acid used in a given area per year. Glyphosate products have different acid concentrations and acid equivalents are provided on all product labels.

Herbicide application should not occur if heavy rainfall is expected soon after application. Herbicide should not be applied directly to water or to areas where surface water is present. Restrict entry into treated areas as specified on the label.

Visual observations of control on annual weeds can be seen within 2 to 4 days and 7 days or more for perennial weeds. Signs of herbicide control include wilting and yellowing of foliage advancing to complete browning of above-ground growth and deterioration of root material.

Glyphosate can also be used for the stump cut method. For the stump cut method, generally a 50% solution is used for treatment. Label directions should be followed for each method and for the species targeted for control.

Clopyralid

Clopyralid is a post-emergence selective broadleaf herbicide. It is particularly effective for the control of thistle and clover species and is considered safe to use with established native grass species. However, immature native grasses prior to tillering and development of a secondary root system may be negatively affected by clopyralid. Clopyralid is the active ingredient in the herbicide Transline®.

Application Rate

Clopyralid should be applied at ¼ to ⅔ pint per acre, depending on the weed species being treated and associated growth stage. Add the following spray additives to the herbicide mixture for optimum effectiveness:

- A non-ionic surfactant at a rate of 1 to 2 gal/100 gal of herbicide mixture.
- A non-toxic colorant or marking dye to insure even coverage of herbicide. The dye should be mixed with the herbicide at no more than half the rate specified on the label of the dye as it can reduce product performance, especially at lower herbicide application rates.

In general, the herbicide is most effective when weeds are small and actively growing. The lower rate should be used only during highly favorable growing conditions and when plants are 3 to 6 inches tall. The higher rates should be used if the plants are stressed or in areas with high weed density. The foliage should be thoroughly coated for effective control.

Application during extreme growing conditions such as drought, freezing conditions, or wet foliage at the time of application may reduce the effectiveness of the herbicide. Herbicide is rainfast within 2 hours of application. Avoid injury to non-target plants by avoiding spray drift. Non-target plants can be affected by direct spray on plant foliage or indirectly by root uptake through the soil. The maximum application rate per year in California during the growing season is ⅔ pint per acre.

Clopyralid should not be applied directly to water, where surface water is present or where runoff into water bodies could occur. Clopyralid should not be used in areas where movement through the soil could contaminate ground water, such as loamy sand, sandy soils or in areas with a shallow water table.

Sprayed material should not be used for composting or mulch as clopyralid may remain for long periods in dead plant tissue and negatively affect future growth and development of non-target species in treated areas.

Triclopyr

Triclopyr (e.g., Garlon 3A, Garlon 4, or Pathfinder® II) is a systemic herbicide used for the control of broadleaf species and grasses. Triclopyr can be used at any time during the growing season and is most effective when used to treat actively growing plants.

Application Rate

For the control of broadleaf species triclopyr should be applied at 1 to 4.5 lbs acid equivalent (a.e.) per acre in a total volume of 20 to 100 gallons of water. The herbicide mixture can be applied at any time of the growing season. Add the following spray additives to the herbicide mixture for optimum effectiveness:

- A non-ionic surfactant at the rate specified on the label of the surfactant. Use the higher recommended concentrations of surfactant when applying lower spray volumes per acre.
- A non-toxic colorant or marking dye to insure even coverage of herbicide. The dye should be mixed with the herbicide at no more than half the rate specified on the label of the dye as it can reduce product performance, especially at lower herbicide application rates.

The maximum application rate of triclopyr is 9 lbs a.e. per acre per year for Garlon 4 and 8 lbs a.e. per year for Pathfinder® II.

7.2.3 Weed Seed Handling, Resprout Reduction, and Plant Matter Disposal

While the physical removal and chemical treatment of invasive species is a key part of weed management, care must also be taken to reduce the chances of seed spreading, resprouting, and other undesirable consequences of weed control. Preventing the future propagation of weeds will increase the effectiveness of current practices and reduce the severity of later infestation. Section 7.2.4 provides biosecurity measures for preventing the spread of nonnative plant reproductive material during weed control events.

In many cases it is possible to leave treated plant matter on site to dry out and decompose. If no flowers or seeds are present, pull the plant and place it on the ground to dry out only if the species is not rhizomatous and there is no potential for re-sprouting. In such cases, it will be important to completely remove all root matter through digging out the roots when mechanical methods are being used, and properly removing and disposing of cut matter off-site. Thatch of plants treated with herbicides that remain in the dead plant material, such as clopyralid should not be used as mulch and if treating large areas, the material should be removed from the site.

If the plant thatch material is to be removed from the site and the conditions are met where there is not seed material present and weeded material is not able to resprout from root material, the thatch can be left to dry out on site for a few days to a week, making it easier for removal since the material will be lighter and easier to work with.

7.2.4 BIOSECURITY PROCEDURES TO PREVENT THE SPREAD OF INVASIVE AND OTHER NONNATIVE PLANT SPECIES

Implementing biosecurity procedures is essential to prevent the unintentional spread of target invasive plant species during control activities and to mitigate the introduction of new invasive species to the park. Biosecurity measures include cleaning clothing and equipment, ensuring that equipment used on-site is free of any invasive plant species reproductive material, and verifying materials used in the park, such as erosion control devices, are weed seed-free.

Preventing the spread of invasive species is the first line of defense and a cost-effective approach to controlling their impact. Consistent measures to ensure that seeds and reproductive material of invasive plant species are not spread to new areas will help avoid costly future efforts and potential ecological damage. By safeguarding sensitive habitats from infestation, their ecological functions can be preserved, promoting the overall health and resilience of the park's ecosystem.

BIOSECURITY MEASURES DURING CONTROL ACTIVITIES

Effective weed management not only involves the physical removal and chemical treatment of invasive species but also requires careful attention to minimizing seed dispersal, resprouting, and other unintended consequences of control measures. By taking steps to prevent the future propagation of weeds, the effectiveness of current practices can be enhanced while reducing the severity of subsequent infestations.

Although it is advisable to control weeds before seeds mature, this may not always be feasible, such as when a weed can seed year-round, and monitoring each life stage is challenging. In these situations, it is crucial to be aware of the presence of seeds during control sessions. Even if the plant itself is removed, seeds left behind at the site or on clothing, equipment, vehicles, or waste containers can undermine management efforts and spread the infestation to new areas.

To reduce seed spread, follow these practices:

1. Remove seeds found on plants before cutting, hand-pulling, or herbicide application, placing the material in appropriate disposal containers.
2. Collect seeds from the ground and place them in containers.
3. After each treatment, remove seeds from clothing and equipment, placing them in disposal containers before leaving the area.
4. Thoroughly inspect and clean clothing, equipment, bags, etc., using a brush or other tool, paying close attention to laces, socks, cuffs, pockets, etc.
5. Remove dirt from shoe treads to eliminate embedded seed material.

Vehicles should only be driven on approved pathways to limit contact with potential invasive weed species seed material. Despite minimal contact, vehicles should be inspected and cleaned of all weed seeds before leaving the site, focusing on tire treads, bumpers, radiators, and undercarriages. If waste disposal containers are brought on-site

from other locations, inspect, and remove any weed seeds before using them in the park.

Crews shall be trained by the qualified plant biologist on the Best Management Practices (BMP) for cleaning equipment and clothing to prevent the spread of invasive species. As an alternative, already developed sources for training crews is available online such as from Cal-IPC training video that can be found here: Training Video: Best Management Practices for Preventing the Spread of Invasive Plants – California Invasive Plant Council (cal-ipc.org).

By implementing these measures, the spread of invasive species can be mitigated, promoting a more effective and sustainable approach to weed management.

BIOSECURITY MEASURES FOR PROJECT MATERIALS

To minimize the introduction of invasive species, all materials used within the park should be certified weed-free. This includes, but is not limited to, mulch materials, erosion control products (e.g., straw wattles, hay bales), container plants, soil, and aggregate (topsoil, sand, gravel, fill), and landscape materials such as plants, seeds, sod, mulch, and soil amendments. Prior to use, all materials shall be inspected, and confirmation of their weed seed-free status shall be obtained from the vendor.

For seed material used in restoration projects, the seed must be tested for the presence of noxious weeds and the results provided to the City and the Restoration Specialist upon request. The seed vendor shall be guaranteed and be required to provide proof that the seed is free of noxious weeds. Any container plants used for a restoration project must be inspected at the nursery to observe the facility conditions and to ensure that the container plants are free of any noxious weeds and are kept in an environment where noxious weeds are unable to contaminate the container plants.

7.3 MANAGEMENT METHODS FOR HIGH-PRIORITY INVASIVE PLANTS

The Restoration Contractor is responsible for controlling high-priority invasive plants in the project area. Most of the high-priority invasive plants will be controlled by the irrigated grow-and-kill management program. If high-priority invasive plants need separately timed or targeted treatments, then the Restoration Contractor shall follow the methods described in the long-term method invasive plant management plan prepared by Land IQ (2024) and included as Appendix 1 in this report.

8 NATIVE SEED MIXES AND INSTALLATION

8.1 NATIVE SEED MIXES

The seed mixes for Habitat Restoration Areas 1 and 2, Native Enhancement Areas 6 and 7, Native Revegetation Buffer Areas 3 and 4, and the low-diversity native erosion control mix for Area 5 are presented in Table 8-1.

Table 8-1 Seed Mixes for Areas 1, 2, 3, 4, 5, 6 and 7.

Scientific Name	Common Name	Area 1 PLS/Acre	Area 2 PLS/Acre	Area 3 PLS/Acre	Area 4 PLS/Acre	Area 5 PLS/Acre	Area 6 PLS/Acre	Area 7 PLS/Acre	5% Extra PLS	Total PLS
Achillea millefolium	common yarrow		53,312						15,460	**324,670**
Acmispon glaber	deerweed	387,600	64,600	387,600	387,600	387,600	193,800	387,600	201,391	**4,229,201**
Amsinckia menziesii	common fiddleneck	2,760	55,200	55,200	55,200	55,200	13,800	13,800	23,660	**496,862**
Artemisia californica	California sagebrush	371,250			371,250			123,750	132,413	**2,780,663**
Asclepias fascicularis	narrow leaf milkweed		52,650	52,650					15,532	**326,167**
Baccharis pilularis	coyote bush	720						720	259	**5,443**
Calandrinia menziesii	red maids		89,600	8,960	8,960	8,960			26,970	**566,362**
Cucurbita foetidissima	Buffalo gourd	1,440	1,440	1,440	1,440		1,440	1,440	990	**20,790**
Datura wrightii	sacred datura	1,440	1,440	1,440			1,440	1,440	947	**19,883**
Deinandra fasciculata	clustered tarplant	54,000	54,000	54,000	54,000	54,000	54,000	54,000	41,175	**864,675**
Elymus condensatus	giant wild rye	27,200					16,320		8,473	**177,929**
Encelia californica	bush sunflower	54,000	54,000	54,000	54,000	54,000	18,000	54,000	41,085	**862,785**
Ericameria palmeri	Palmer's goldenbush		320,000	320,000	320,000				104,000	**2,184,000**
Eriogonum fasciculatum	California buckwheat	75,000	18,750		75,000			75,000	34,688	**728,438**
Eriophyllum confertiforum	golden yarrow	288,750		57,750			57,750	57,750	92,833	**1,949,496**
Festuca microstachys	small fescue	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000	432,000	432,000	789,480	**16,579,080**
Grindelia camporum	common gumplant	393,750	393,750	393,750					238,219	**5,002,594**
Hordeum intercedens	vernal barley		1,371,420	1,371,420	1,371,420	1,371,420			548,568	**11,519,928**
Isocoma menziesii	coastal goldenbush	96,000	19,200	96,000	96,000				38,688	**812,448**
Lasthenia californica	California goldfields		1,400,000	1,400,000	1,400,000	1,400,000			560,000	**11,760,000**
Lupinus bicolor	minature lupine	83,300	83,300	83,300	83,300	83,300			59,143	**1,242,003**
Lupinus succulentus	arroyo lupine	24,990	24,990	24,990	24,990	24,990	24,990	24,990	19,055	**400,152**
Malacothamnus fasciculatus	chaparral bush mallow	18,000					18,000	18,000	6,525	**137,025**
Marah macrocarpus	wild cucumber	235					235	235	85	**1,790**
Phacelia cicutaria var. *hispida*	caterpillar scorpionweed	85,500	85,500	85,500	85,500				54,293	**1,140,143**
Phacelia distans	common scorpionweed	99,960	99,960	99,960	99,960				63,475	**1,332,967**

Scientific Name	Common Name	Area 1 PLS/Acre	Area 2 PLS/Acre	Area 3 PLS/Acre	Area 4 PLS/Acre	Area 5 PLS/Acre	Area 6 PLS/Acre	Area 7 PLS/Acre	5% Extra PLS	Total PLS
Phacelia ramosissima	branching scorpionweed	104,500	104,500	104,500	104,500				66,358	**1,393,508**
Phacelia tanacetifolia	lacy scorpionweed		44,100	44,100	44,100				14,333	**300,983**
Plagiobothrys acanthocarpus	adobe popcornflower		11,700	11,700	11,700				3,803	**79,853**
Plagiobothrys collinus	Cooper's popcornflower		17,550	17,550	17,550				5,704	**119,779**
Plantago erecta	California plantain	1,800,000	1,440,000	1,440,000	1,440,000	1,440,000	720,000	720,000	1,171,800	**24,607,800**
Pseudognaphalium californicum	ladies' tobacco	125,000					125,000	125,000	45,313	**951,563**
Salvia apiana	white sage	63,000					63,000	15,750	20,475	**429,975**
Salvia mellifera	black sage	182,000					182,000	45,500	59,150	**1,242,150**
Solanum douglasii	Douglas' nightshade	1,800					900	900	605	**12,710**
Stipa pulchra[1]	purple needle grass	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	396,000	792,000	884,070	**18,565,470**

[1] Seed of Stipa spp. shall be de-awned
PLS = Pure Live Seed

8.1.1 SEED SOURCE

The seed material shall be wild collected in Orange County Seed Collection Zone (Figure 8-1) as described in the Orange County Native Seed Partnership Strategic Plan (AECOM 2023). Native species that are not available for wild collection in sufficient quantities, and that the Restoration Specialist deems to be important for the functional diversity of the restored vegetation community, will be sourced from suppliers of native commercially bulked seed that can be verified as collected or sourced from a suitable bioclimatic zone in southern California.

Grass species that do not exist in large enough quantities can be sourced from southern California, including commercially bulked *Stipa* species. For those species that function as erosion control (lupines [*Lupinus* spp.] and California plantain [*Plantago erecta*]) or do not exist in large enough quantities within the specified seed collection area, it will be necessary to either (a) use seed stock from a seed collector/supplier that can be verified as collected within the Orange County Seed Collection Zone, or (b) extend the collection area on a species-by-species basis from appropriate sources in a similar microclimate regime. The seed collector shall certify seed collection locations. Sources for all species and any adjustments or substitutions shall be approved by the Restoration Specialist. For seed that is sourced outside of the Orange County Seed Collection Zone, the City will obtain approval by the Wildlife Agencies.

The required seed material shall be collected by a qualified native seed collection firm that has a minimum of five years of experience and holds the necessary licenses/permits through the term of the project. The selected firm must be approved by the Restoration Specialist. Special local seed will be collected between fall 2024 and fall 2026.

The seed mixes shall be provided by species in pure live seed (PLS) amounts for ordering. The seed collector shall assure the PLS for each species will be documented with seed tests for individual seed lots. The individual lots must be tested for seed viability and purity by an independent seed-testing laboratory certified by the Association of Official Seed Analysts, or equivalent. Seed tests must be performed no greater than 12 months before seed application. Collected seed shall not contain any weed species listed as noxious or restricted in the state.

The specified PLS for each seed mix will be pre-mixed prior to shipping and supplied in 50-lbs. bags, or as requested by the Restoration Specialist. All bags will have seed tags with the following information for each species: botanical name, PLS lbs. per acre and total lbs, bulk lbs. per acre and total lbs, and percent total viability. The bag will also include the total net weight of the contents in PLS lbs. and bulk lbs.



Figure 8-1 Orange County Seed Collection Zone (AECOM 2023).

8.1.2 Adjustments to Seed Mixes Prior To Installation

Adjustments will be made to the seed mixes based on the available material collected, including addition of suitable plant species, and subtraction of plant species that were not available for local collection. Experience with local seed collection in southern California has proven that it can be difficult to collect enough of all desired species for habitat restoration projects, even with two- to three-year lead times, due to the variable nature of weather, year-to-year including rainfall, and accessibility of collection areas. The seed mixes can be augmented with desirable plants species from other suitable sources, including other wild collections in the Orange County Seed Collection Zone. The total number of native plant species in each final seed mix for Areas 1 to 7 shall be at least 75 percent of the number of plant species in the seed mixes presented in Table 8-1.

Employing an adaptive management strategy is crucial for optimizing seed mixes and achieving successful habitat restoration. The following revised version highlights the importance of site-specific adjustments and ongoing monitoring:

Adaptive management will play a vital role in fine-tuning seed mixes, allowing the Restoration Specialist to respond to observations made during the site preparation phase (fall 2024 to fall 2026). Specifically, vegetation responses to weeding treatments and the emergence of any existing native soil seed bank will inform these adjustments.

The diverse seed mix, encompassing various species found in both the flower field and coastal sage scrub (CSS) habitat restoration areas, is designed to account for microsite variation. This variability will facilitate the selection of site-specific assemblages of plant species within each area, promoting the development of ecologically appropriate vegetation communities.

Through this adaptive approach, the Restoration Specialist can optimize the seed mixes to support native plant establishment, improve overall habitat quality, and maximize the likelihood of meeting restoration objectives. Monitoring and assessing plant community responses will be an ongoing process, informing future management decisions and ensuring long-term project success.

Exceptions to these sourcing guidelines will be made on a species-by-species basis, balancing the value the functional value of the species (e.g., structural diversity, erosion control, wildlife value) with conservation of local genetics for special status plants or plants that provide a critical function in the lifecycle of special status wildlife.

For seed that is sourced outside of the Orange County Seed Collection Zone, the City will obtain approval by the Wildlife Agencies.

8.2 Seed Mix Installation

The seed mixes are anticipated to be applied in Fall 2026, but no later than January 31, 2027. Seed mixes will be applied by hydroseeding application, mechanical broadcast seeding followed by a cultipacker, or hand seeding. Seed application will be timed with

the start of the winter rains in late fall/early winter to germinate the seed mix soon after installation and to take advantage of the entire rainfall season.

Area 1 shall be hydroseeded with a one-step installation method. The native seed mix will be installed in Areas 2 and 5 by mechanical broadcast seeding followed by a cultipacker to ensure good soil-to-seed contact. If any portions of these areas require additional soil stabilization, then the hydroseed method may be used with the addition of a soil stabilizer (e.g., bonded fiber matrix). Areas with significant native cover, including Areas 4, 6, and 7, shall be hand seeded and then tamped for good soil-to-seed contact. Area 3 is relatively small and can be hand seeded, although hydroseeding or broadcast seeding followed by a cultipacker are also suitable methods.

8.2.1 HYDROSEEDING

Prior to hydroseed application, the site should be cleared of plant thatch to provide good seed-to-soil contact.

Hydroseed mixing should be done in a clean tank. The hydroseeder must be equipped with a continuous agitation recirculation system to produce a uniform slurry. Once the seed and (arbuscular mycorrhizal) AM fungi inoculum are added to the mixing tank, application must be within one hour of preparation. Commercially available *Rhizophagus intraradices* is recommended for the AM fungi amendment, as it is ubiquitous and will not impede the development of other native mycorrhizae species.

ONE-STEP HYDROSEEDING

The one-step application consists of the hydraulic application of a slurry mixture that contains water, cellulose wood fiber, seed, AM fungi (if needed), and organic soil stabilizer as follows:

- 2,000 lbs per acre of virgin cellulose wood fiber or recycled newsprint paper fiber (Enviro Fiber S-100 Hydroseeding Mulch or comparable product)
- 60 lbs per acre of AM fungi amendment (approximately 3,300,000 live propagules per acre of AM fungi based on the guarantee of the supplier)
- Specified seed mix
- 160 lbs per acre of organic M-binder (Ecology Control or comparable product).

8.2.2 MECHANICAL BROADCAST SEEDING IMPLEMENTATION

Prior to mechanical broadcast seeding, thatch material should be removed from the site because a well-prepared seedbed is critical for seed- to-soil contact (USDA 2009). Good seed-to-soil contact is key for successful germination of the seed mix.

Wheat bran should be added at ¼ the weight of the specified seed mix bulk weight to facilitate seeding. The bran helps to keep the seeds evenly dispersed in the seeder and produces uniform seeding of different sized seeds (St. John et al. 2012).

Materials to be applied during mechanical broadcast seeding include:

- Specified seed mix for each area
- 60 lbs per acre of AM fungi amendment (approximately 3,300,000 live propagules per acre of AM fungi based on the guarantee of the supplier)
- Bran at ¼ the weight of the specified bulk seed

Prior to broadcast seeding, the surface of the soil should be lightly scarified with a hand rake or a 6-foot wide cultipacker attached to an all-terrain vehicle, crawler type dozer, or tractor. Scarification of the ground before applying the seed mix is important to facilitate seed-to-soil contact.

The materials (seed mix, AM fungi, and wheat bran) should be divided into two equal parts. Half of the seed should be broadcast across the entire area in a linear orientation appropriate for the site to ensure even coverage. The remaining half of the seed should be broadcast across the site in a linear orientation perpendicular to the first application.

Following seed broadcast, the seed material should be incorporated into the soil at less than ½ inch deep with a cultipacker pulled by a tractor, ATV, or similar equipment. This will increase seed-to-soil contact to improve germination success and reduce loss of seed to wind, erosion, and seed predation.

MECHANICAL BROADCAST SEEDER CALIBRATION

Broadcast seeders require calibration prior to seed installation. Refer to the equipment manual for specific guidelines on calibration and how to perform seeder adjustments. The following are general guidelines for broadcast seeder calibration (USDA 2009).

Note: When calibrating the equipment, be sure to calibrate the broadcast seeder accordingly if applying the seed in two separate passes. The seeding rate for calibration should then be divided in half.

Step 1. Determine the bulk seeding rate per acre and convert to anticipated seed per square foot.

Step 2. Several tarps should be placed at different locations within the test area.

Step 3. Run the broadcast seeder within the test area over the tarps and determine bulk weight per square foot on the tarps.

Step 4. Increase or decrease the seed flow by adjusting the adjustable gate to achieve the desired seeding rate.

8.2.3 HAND SEEDING IMPLEMENTATION

Prior to hand seeding, thick plant thatch should be removed to accomplish incorporation of seed into the soil because a well-prepared seedbed is critical for seed-to-soil contact (USDA 2009). Good seed-to-soil contact is key for successful germination of the seed mix.

Hand seeding will be implemented using a small hand-held seed spreader to evenly broadcast the seed mix.

Wheat bran will be added at ¼ the weight of the specified seed mix bulk pounds to facilitate seeding. The bran helps to keep the seeds evenly dispersed in the seeder and produce uniform seeding of different sized seeds (St. John et al. 2012).

Materials to be applied during hand-broadcast seeding include:

- Specified seed mix for each area
- 60 lbs per acre of AM fungi amendment (approximately 3,300,000 live propagules per acre of AM fungi based on the guarantee of the supplier)
- Bran at ¼ the weight of the specified bulk seed

Prior to hand seeding, the surface of the soil should be lightly scarified with a hand rake. Scarification of the ground before applying the seed mix is important to facilitate seed-to-soil contact.

The materials (seed mix, AM fungi, and wheat bran) should be divided into two equal parts. Half of the seed should be hand broadcast by walking across the entire area in a linear orientation appropriate for the site making sure of even coverage. The remaining half of the seed should be hand-broadcast by walking across the site in a linear orientation perpendicular to the first application.

Following seeding, the seed shall be raked into the soil with hand-held rakes. Raking of the soil following seeding will aid in seed-to-soil contact and provide a thin covering of soil over the applied seed mix. Seeds should be incorporated into the topsoil no more than ¼ inch and less than ½ inch deep.

HAND BROADCAST SEEDER EQUIPMENT

A hand broadcast seeder is typically comprised of a seed hopper, agitator, flow gauge, “on-off” lever, hand crank for seed dispersal, and shoulder harness.

HAND BROADCAST SEEDER CALIBRATION

Prior to seeding, the equipment requires calibration to ensure uniform distribution of the seed mix if used in large areas. Calibration is not necessarily required if small areas, such as underneath shrub canopies of edges of existing native shrubs are being seeded.

Refer to the equipment manual for specific guidelines on calibration and how to perform seeder adjustments. The following describes general guidelines for seeder calibration and is based on the EarthWay® hand crank broadcast spreader.

Note: when calibrating the equipment, be sure to calibrate the hand-seeders accordingly if applying the seed in two separate passes. The seeding rate for calibration should then be divided in half.

Step 1. Mark the beginning and end of an area 50 feet in length.

Step 2. Calculate the amount of specified seed mix including the AM fungi and the wheat bran to be applied to a 1,000 square foot area.

Step 3. Weigh and record the weight of enough seed mix to fill the seeder at least half full.

Step 4. Select an appropriate Setting Rate position on the seeder for the seed material. In general, start with the setting in the middle if unsure of the appropriate setting rate.

Step 5. Start far enough behind the beginning of the 50-foot test area to achieve the desired walking speed. Use a normal pace and crank the handle so that the crank makes one revolution for each step then stop seeding at the end of the 50 feet.

Step 6. Measure the entire spread width of the broadcast seed.

Step 7. Record the weight of the remaining seed material in the seeder and calculate the amount of seed applied.

Step 8. Calculate the amount of seed mix required for test area.

$$Weight\ of\ seed\ mix\ per\ 1{,}000\ square\ feet \times \frac{Spread\ width\ x\ 50\ feet}{1{,}000\ square\ feet} = Seed\ mix\ required\ for\ test\ area$$

Step 9. Compare the results in Step 7 with the calculation in Step 8. If too little or too much seed was applied in the test area, adjust the rate setting accordingly and repeat the test again until the desired application rate is achieved.

All hand-seeders should be calibrated prior to seeding since variations can occur between equipment and the operator. The calibrated rate setting from one seeder can be used as a guide or starting point for calibration of other seeders.

8.3 SUPPLEMENTAL IRRIGATION

Temporary irrigation will be used in the first two seasons to extend the rainy season. The timing of irrigation events will depend on evapotranspiration between irrigation events and soil moisture. Once seeds have germinated, deep irrigation will be implemented to force the developing roots to grow down. The following management scheme is anticipated as a guideline for water management of native shrubs:

- Irrigate soil to full field capacity to the desired depth (approximately 18 inches after planting; and 18–24 inches during plant establishment).
- Once seedlings germinate, allow soil to dry down to approximately 50-60 percent of field capacity in the top 6-12 inches before the next irrigation cycle. Depth of soil dry down between irrigation events will depend on development of container plants.

Deep irrigations will promote deep root systems while shallow infrequent irrigations will promote shallow root systems. Deep root systems will provide healthier and more

sustainable plants while plants with shallow root systems are more susceptible to drought, disturbance, and erosion.

Wetting of the full root zone and drying of the soil between irrigation events is essential to the maintenance of the plants and the promotion of a deep root zone that will support the vegetation in the years after establishment. A soil probe or shovel should be used to examine soil moisture and rooting depth directly.

8.4 SEED MIX ESTABLISHMENT

The health, development, and cover of native vegetative shall be estimated visually by site walk overs, performed regularly during the post seed addition maintenance period by the Restoration Contractor and verified during monitoring visits by the Restoration Specialist.

For purposes of evaluating whether remedial seeding or replacement planting may be required to achieve the project success criteria, the Restoration Specialist shall use the following guidance for establishment of native cover. Observations will typically be made in spring, but the actual timing of native cover estimates will depend on the phenology of plant growth each year with respect to factors such as weather.

The target values for absolute cover of the native vegetation will be as follows for Area 1, the CSS restoration areas:

Seed Mix Establishment Monitoring Year 1. At least 10 to 15% absolute native cover.
Seed Mix Establishment Monitoring Year 2. At least 15 to 25% absolute native cover.
Seed Mix Establishment Monitoring Year 3. At least 25 to 35% absolute native cover.
Seed Mix Establishment Monitoring Year 4. At least 50 to 70% absolute native cover.

The target values for absolute cover of the native vegetation will be as follows for Area 2, the Fiddleneck-Phacelia Fields:

Seed Mix Establishment Monitoring Year 1. At least 5 to 10% absolute native cover.
Seed Mix Establishment Monitoring Year 2. At least 10 to 15% absolute native cover.
Seed Mix Establishment Monitoring Year 3. At least 15 to 25% absolute native cover.
Seed Mix Establishment Monitoring Year 4. At least 25 to 50% absolute native cover.

Actual cover values will depend in part on growing conditions (e.g., soil nutrients, humidity, temperature, and rainfall) during the establishment and weed maintenance periods. The established vegetation cover and distribution will likely not be uniform, in response to microvariation in the project areas. Hence, some level of patchy distribution of vegetation cover is expected and natural. Consequently, the target native cover values shall apply to areas of homogenous vegetation cover and will exclude areas that develop conditions that prevent significant vegetative growth, such as extreme soil conditions that are not practical to amend to promote growth. Bare areas or seasonally bare areas although not vegetated, still provide microsite diversity to the habitat. However, if large areas totaling more than 10 percent of the land cover of either restoration Area 1 or Area 2 are bare, then remedial measures are required following the guidance in Section 2.9.1.

8.5 REMEDIAL SEEDING

Areas of significant erosion shall be repaired and re-seeded in the first fall seasons after damage. Re-seeding will also occur in areas if coverage is less than 10 percent in the fiddleneck-phacelia fields or less than 15% of native species over any contiguous area of 200 square feet. As described previously, 5 percent extra seed shall be collected for the project which would provide enough seed for approximately half an acre of remedial seeding in the project. If more than a half an acre of seed is needed for remedial seeding, the Restoration Specialist shall prepare a remedial seed mix that is appropriate for the site conditions and consistent with the native seed mixes developed for this plan.

Seed shall be applied using the appropriate seeding method discussed in this section.

9 MAINTENANCE AFTER SEED INSTALLATION

One of the goals of this plan is to create native habitats that will be self-sustaining and long term. Initially, maintenance of the project will be necessary to establish the newly seeded areas. Maintenance will include any activities required to meet the goals and success criteria set forth in this Plan, in the estimation of the Restoration Specialist. For the project, maintenance includes the following:

- Weed control for nonnative plants, including annual grasses, mustards, and thistles in Areas 1, 2, 3, 4, 6, and 7
- Weed management in Weed Management Buffer Area 5
- Supplemental irrigation to help establish the native seed mix in the first one to two years
- Replacement hand seeding in areas of more than 200 square feet where germination of the specified seed mix failed after one good season of rainfall
- Pest and disease control, if necessary (no rodenticides may be used)
- Removal of trash, debris, and litter (Restoration Contractor is only responsible for trash produced as part of this project; Restoration Contractor is not responsible for illegal dumping, trash left by others on the public pathways)
- Erosion control related to project implementation, if necessary

After the seed material is installed, the five-year maintenance and monitoring period will begin. The site preparation and grow-and-kill phases will significantly reduce the weed soil seed bank, which will improve establishment rates of the native seed, increase the sustainability and quality of the restored habitat, and reduce post-seeding maintenance effort. Because of the project area's history of agriculture and other disturbances, maintenance weeding is expected to be required. All maintenance weeding shall be by hand weeding methods, and only limited selective use of chemical methods to treat target invasive species shall be used, under the direction of the Restoration Specialist.

The establishment maintenance period will be for five years, or until project success criteria have been met, with the first maintenance year beginning after installation of all plant material (seeds and container plants) are complete. The most intense maintenance will occur through the third year, and only seasonal spot-weeding activities in the fourth and fifth years if necessary, is anticipated during the establishment and maintenance period. Weed control shall be as needed to control weed species while minimizing disturbance to the restoration and enhancement areas and will be scheduled as determined by the Restoration Specialist.

The amount of maintenance each year will depend on weather conditions, development of the native habitat, and density/species composition of weed species in the restoration and enhancement areas. The following specifications for maintenance may require adjustments as determined by the Restoration Specialist over the five-year maintenance period. If the performance criteria of the HRMP are not met within the timeframe of the project, any maintenance, supplemental seeding/planting, or any other remedial measure necessary to achieve the performance criteria shall continue until compliance is achieved.

9.1 POST-SEEDING WEED MANAGEMENT

After seed installation the primary method of weed management will be hand weeding; however, under the direction of the Restoration Specialist, select use of other methods, including targeted spot spray application of herbicide using a low-pressure nozzle for high priority invasive species or perennial weeds, or line trimming of dense stands of weeds, may be allowed. The Restoration Specialist must weigh the relative cost-benefit of the effectiveness of weed control with either herbicide or line trimming compared to unavoidable collateral damage to the native plants in the treatment area. Only post-emergent herbicides will be used and applied according to methods and recommendations described in this Plan, and consistent with the City's herbicide use policies.

Timing is critical to successful weed management, so the Restoration Specialist will conduct phenological monitoring to determine the appropriate timing and method of weed control events.

Post-seeding weed management will be concentrated where nonnative plants inhibit native plant germination and/or growth, as well as to continue the control of high priority invasive species that can readily re-establish in the restoration area. The amount of post-seeding weeding required each year will depend on weather conditions, development of the native habitats, and the density and type of weed species in the restoration and enhancement areas. The objective of post-seeding weed management is to reduce nonnative plants to a threshold level that allows desirable native species to establish and thrive.

Careful weeding shall be done by trained crews to avoid damage to the establishment of the native vegetation. Weeds should be removed on a regular basis, as necessary and if possible, before they set seed and/or reach approximately 12 inches in height. All seed

material that has set prior to a weed control event should be carefully collected and removed from the site so as not to be introduced into the weed seed bank. All weeded material shall be raked, removed from the site, and properly disposed of.

Adaptive management is key to success and includes regular monitoring to guide the scheduling and selection of control methods. Care should be taken to limit the amount of soil disturbance and trampling of native seedlings from weeding activities. The management of weeds must be balanced with the negative side effects on native plant development (i.e., not all weeds in a site need to be treated). It is important to train the crews to weed by sweeping through a site and target weed control for the weeds that need to be weeded at the stage described above. Other weeds that have not reached the desired control stage should be left to weed later. This will limit the amount of disturbance in each area during a weed control event.

High priority invasives should be controlled according to the guidelines found in Appendix 1 and under the direction of the Restoration Specialist.

10 BIOLOGICAL MONITORING AND REPORTING

The Restoration Specialist will provide oversight of the Restoration Contractor, conduct horticultural and biological monitoring, and prepare annual reports on the status of the habitat restoration project for the City. The City will provide a copy of the annual report to the OCTA by March 31 of the following calendar year.

10.1 HORTICULTURAL MONITORING

Timing is critical to the success of the weed management program; the Restoration Specialist shall conduct horticultural monitoring to assess the establishment of the seeded and planted material and provided recommendations to the restoration contactor to guide implementation activity, including with respect to the timing of weeding species and remedial measures, as needed.

The Restoration Specialist will also keep track of annual spring survivorship of all planted container material.

10.2 PRE-VEGETATION CLEARING BIOLOGICAL CONSTRAINTS SURVEYS

Weeding events scheduled during the bird breeding season will be carefully managed to minimize potential impacts on nesting and foraging birds. After the initial weed thatch clearing event, the short-term suitable bird habitat will be limited, reducing the likelihood of significant impacts during the pre-seeding weed management phase. However, after seed installation and native vegetation becomes more established, the potential for conflict may increase. To mitigate these risks, a strategic approach to weeding will be implemented, considering the needs of both nesting birds and the developing habitat. This may involve targeted weeding methods, such as hand-pulling or

spot-spraying, to minimize disturbance to native plants and reduce impacts on bird populations.

Because of the potential for coastal California gnatcatcher to occur, an Approved Biologist shall conduct a nesting bird survey no more than 5 days prior to weed management in the project area according to Section 3.2 during the breeding season (February 15 to August 31). If no breeding California gnatcatcher are detected, then a Qualified Biologist may continue to monitor the project area for other nesting birds according to Section 3.2. Least Bell's Vireo are not expected because there is not suitable nesting habitat in the project area.

Disrupting the active nest of nearly any native bird species is unlawful under both the federal Migratory Bird Treaty Act (MBTA) and Section 3503 of the California Fish and Game Code. Therefore, for any restoration activity conducted during the bird breeding season (February 15 to August 31), a Qualified Biologist shall conduct a nesting bird survey no more than 5 days before initial disturbance or removal of any vegetation.

The purpose of the pre-work surveys will be to document the location of any active nests and to determine if any buffers or mitigation measures are necessary to avoid potential violations. Around active CAGN nests, the Approved Biologist will establish a 100-foot disturbance buffer distance between noise-generating project activities and the nest. For active nests of other native bird species detected during surveys, a disturbance buffer shall be established by the qualified biologist. The width of the buffer will be determined by the Qualified Biologist, based upon the biologist's experience with the species involved. For species highly adapted to human activity, a relatively narrow buffer of 25 feet or less may be appropriate. For species easily disturbed by humans, a buffer of 100 feet or more may be required.

Work could take place within an established nest buffer (for any species) only if continually monitored by the Qualified Biologist to ensure against any actual disruption of nesting activities. The Qualified Biologist shall have the authority to halt any and all activities if they appear to be adversely affecting any nesting bird. Once established, the nest buffer shall remain in place until the young have fledged or the nest is no longer active, as determined by observation of bird behavior by the Qualified Biologist. For CAGN nests, once the Approved Biologist has confirmed that the young have left the nest, the buffer and exclusion zone may be removed, and maintenance activities within these areas may resume.

10.3 Spring Vegetation Performance Monitoring

Qualitative monitoring methods, such as photo points, field walk overs, species lists and spring vegetation cover estimates, will be used to monitor the full extent of the project area in a cost-effective manner, while providing relevant feedback to guide management and restoration actions.

At least seven fixed photo points will be established, one for each area identified on Figure 1-3, where estimates of vegetation cover classes by plant functional group will be made annually to monitor the progress of the native revegetation and the trajectory of

the individual habitat restoration areas. If there is high variability within the restoration zones, additional photo and vegetation cover assessment points shall be added, if necessary, to ensure all conditions of the project area are represented to track the progress of each area and to guide any necessary remedial actions.

10.3.1 PHOTO POINTS AND COVER ESTIMATES

Permanent photo points will be established to conduct photographic documentation of restoration progress and development of the restoration habitat. Photo points shall be established prior to implementation to provide a representative overview before restoration for comparison to "after photos" taken annually during performance monitoring. The geographic coordinates will be recorded using a sub-meter precision global positioning (GPS) along with the general compass direction for each photo location.

Photo points will be taken in spring, timed to capture maximum native cover of live annuals and perennial growth. At each photo point location, relevé samples will be used to estimate cover in a plot of approximately 300 square meters (approximate 10-meter radius from the photo point) and assigned to one of the following modified Braun-Blanquet cover-abundance scale classes: <1%, 1- 5%, >5-15%, >15-25%, >25-50%, >50-75%, or >75%. These methods are modeled after the current "California Native Plant Society – California Department of Fish and Wildlife Protocol for Combined Vegetation Rapid Assessment and Relevé," which was last updated in 2022.

If native annuals have senesced prior to sampling due to weather or timing, individual plants can be included in the cover estimate made at each photo point if it is clearly based on morphology and/or prior biological monitoring determines what species they are and that they are from the current growing year.

10.3.2 SPECIES LISTS

Annual plant species lists of native and nonnative species that occur in each project zone will be prepared based on field walkovers throughout the year, including spring. Observations of flowering by species will be noted during monitoring activities and documented in the species list generated for the project. Seedlings and juveniles of shrubs germinated in the same year will be recorded to document recruitment of the applied seed mixes.

Incidental observations of wildlife within the project will be recorded each year and maintained as a cumulative list. Of special note are any observations of OCTA Covered Species, including intermediate mariposa lily, many-stemmed dudleya, southern tarplant, coast horned lizard, orange-throated whiptail, cactus wren, coastal California gnatcatcher, least Bell's vireo, southwestern willow flycatcher, and bobcat.

10.3.3 CONTAINER PLANT SURVIVORSHIP

In the first two establishment years after planting, survivorship of container planted material in Area 4 will be visually assessed during spring monitoring and will be determined by counting the total number of dead container plants.

10.3.4 FINAL PROJECT YEAR VEGETATION TRANSECT SAMPLING

In spring of the final project year, anticipated to be the fifth year of performance monitoring (spring 2031), a quantitative measurement of vegetation cover will be made in Areas 1 and 2 to demonstrate successful achievement of the project success criteria for the habitat restoration areas (see Section 2.9). Three 50-meter, point intercept transects, read every 0.5-meter (total of 100 readings) will be used to quantify plant species cover, plant functional group cover (e.g., total native plant, total nonnative plant, total perennial invasive woody plant, native shrub, native tree, native herbaceous, nonnative annual grass, nonnative herbaceous) for each area for a total of 6 transects. Transect locations will be determined randomly within the restoration area using a numbered grid system and the locations will be presented in the final annual monitoring report.

All live species that contact the bar, or in the case of overhanging vegetation, intercept the upward projection of the bar shall be counted and recorded. If no vascular plants are intercepted at a sample point, it is recorded as "bare ground" or "plant litter". Plant litter will be recorded in areas of no vegetative cover but with dead vegetative matter covering the ground. Total cover is based on the number of points for each plant species (native and nonnative) and unvegetated cover types (bare ground and plant litter) recorded along the transect. Absolute cover is then calculated by dividing the total number of points for each species or ground cover by the total number of points on the transect. Since multiple plant species can be recorded at each point, the total absolute percent cover may be greater than 100 percent because of overlap of plants at each sampling point.

Seedlings will be identified for shrubs and subshrubs and will be determined by being small, having a non-woody base, and usually the result of germination during the same years as the transect reading. Juveniles and adults will be identified as definitely woody at the base of the stem, with adults in flower, and/or with seed. Seedling and juveniles present along the transect line or within a 1-meter belt adjacent to the transect line will be recorded.

The results will be presented as the average absolute plant cover (n=3) for Area 1 and Area 2. The results for each transect including the raw data shall be included in the final report.

10.3.5 ANNUAL REPORTING

The Restoration Specialist shall prepare an annual report summarizing project activity to date since the last report, that will include the results of spring monitoring, and other required monitoring described in this section. Recommendations should be made for future management based on the results of horticultural and biological monitoring.

The annual report shall be submitted to the City. The City shall submit each annual report to OCTA by March 31 of the following year. The first annual report would be due March 31, 2025, covering project activities in 2024, assuming implementation begins by fall 2024.

10.3.6 FINAL REPORT

The final project annual report, prepared by the Restoration Specialist, will provide a comprehensive summary of project activities through 2031, encompassing the final year of performance monitoring. This report will serve as a critical evaluation tool, assessing the project's success based on the predetermined criteria outlined in Section 2.9.

If the final monitoring report indicates partial or complete failure to meet the established success standards, the City will be required to submit contingency measures within 90 days of OCTA's written notice. As detailed in Section 2.9.2, these measures may include contingency actions and/or alternate success criteria designed to address any identified issues and ensure the project's ultimate success.

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APPENDIX 1

LONG-TERM INVASIVE PLANT MANAGEMENT PLAN FOR FAIRVIEW PARK

Appendix 1

Long-Term Invasive Plant Management Plan for Fairview Park

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1 LONG-TERM INVASIVE PLANT CONTROL PLAN

This Long-Term Invasive Plant Management Plan aims to provide the City of Costa Mesa with a strategic approach to controlling invasive plant species, ensuring the preservation of valuable biological resources within Fairview Park. Numerous nonnative species are present in Fairview Park, but this plan prioritizes the management of high-priority invasive species that pose substantial threats to native habitat functionality and biodiversity. Invasive plants were identified in the park during the 2023 biological surveys and assessments conducted for the development of the Fairview Park Master Plan Update.

Cultural artifacts of significance are present within the soil profile across various areas of the park. The invasive plant control methods outlined in this plan typically do not cause significant soil disturbance. However, in instances where substantial digging is necessary to remove a perennial high-priority invasive weed, the City should consult its records to determine the likelihood of encountering culturally significant materials in the affected area.

In cases where culturally significant materials are likely to be present, the City shall engage an appropriate cultural monitor during all ground-disturbing activities to ensure the protection of in-situ cultural resources. It is important to note that cutting or pulling roots of plants from the topsoil does not require the presence of a cultural monitor.

This approach ensures that our efforts to manage invasive plants are balanced with the preservation of culturally significant materials, promoting responsible stewardship of both natural and cultural resources within the park.

1.1 GOALS AND OBJECTIVES

The primary goal of this plan is to preserve the ecological balance within Fairview Park by focusing on invasive plant management.

Key objectives include:

1. Preventing excessive biomass production from invasive plants to protect native species and maintain biodiversity.
2. Controlling invasive plant populations before they produce viable seeds to ensure long-term control and reduce their negative impact on wildlife habitats and native plant recruitment.
3. Prioritizing management efforts for invasive species that pose the greatest threat to the park's biological resources, given limited resources available for annual control.

Specific goals for controlling high-priority invasive plants in sensitive habitat areas and fuel management zones (FMZ) include:

SENSITIVE HABITAT AREAS

1. In case of limited resources, first prioritize invasive weed control efforts in or near existing sensitive habitat areas.
2. Address smaller infestations of the most invasive weed species before controlling larger, more widespread, and ubiquitous weeds, especially if they risk spreading into high-quality habitats. In general, prioritize the removal of small populations of highly invasive species or species new to the area.
3. Implement management strategies to reduce disturbances (e.g., off-leash dogs, trash dumping, off-trail hiking) within the park.
4. Close unnecessary or unauthorized trails to minimize disturbance frequency and additional avenues for weed invasion into areas with sensitive native habitats.

FUEL MANAGEMENT ZONES

1. Apply weed abatement and fuel management techniques in areas that require wildfire risk reduction, ensuring they align with the protection of sensitive habitats and native-rich areas.
2. Utilize methods outlined in this plan to control target invasive species, taking care to prevent their spread within sensitive habitats and other natural areas of the park.
3. Employ weed abatement methods that do not disturb the soil, avoiding practices like tilling that maintain high disturbance regimes, promoting disturbance-adapted nonnative weeds, which act as dry, flashy fuel sources during summer and fall fire seasons.
4. Time weed abatement efforts to control fuel modification areas before weed seed set, managing fuel loads while simultaneously reducing nonnative weed seed contributions to the soil.

1.2 MANAGEMENT APPROACH

This plan is based on the framework presented in the invasive plant land management guide developed by the USFWS in collaboration with the California Invasive Plant Council (Cal-IPC) in the Land Manager's Guide to Developing and Invasive Plant Management Plan (USFWS, Cal-IPC, 2018). By focusing on high-priority invasive plants and implementing a strategic approach, the plan aims to maintain the park's ecological balance and promote the long-term control of invasive species. This plan consists of eight main steps:

1. Identify target invasive plants present in the park.
2. Prioritize the level of control based on invasive plant location and density to maximize protection of sensitive resources.
3. Follow biological resource protection measures to avoid impacts to sensitive and protected species.

4. Conduct annual invasive plant surveys to guide treatment timing and methods.
5. Time invasive plant control treatments to maximize control and avoid impacts to sensitive habitats and species.
6. Follow biosecurity procedures to prevent the spread of invasive plants.
7. Use the appropriate invasive plant control methods.
8. Conduct effectiveness monitoring and reporting to track invasive plant populations and guide recommendations for the following year.

1.2.1 Adaptive Management

Invasive plant control will be implemented using an adaptive management approach, which enables adjustments in response to observations, site conditions, best available treatment methods, efficacy of previous control measures, and annual weather variations. Adaptive management provides a flexible framework to address the complexities of invasive plant management and respond to feedback from regular monitoring.

Several fluctuating variables can impact the success of invasive plant control programs, including weather, fire events, intense rainfall, nonnative species distribution, and adjacent land management activities. Monitoring is a critical aspect of adaptive management and is necessary for tracking changes over time, assessing the effectiveness of control methods, and ensuring the protection of Fairview Park's sensitive biological resources.

Existing knowledge and experience, combined with new observations, will inform management adjustments while maintaining the plan's overall goals. Factors such as historic disturbance levels, invasive species density, soil complexity, and proximity to native habitats may require adapting strategies accordingly. The methods described in this plan will be used in various combinations, considering field conditions, weather, and monitoring results.

Adaptive management decisions will be based on experience from previous weed control treatments within the park or other relevant areas, new knowledge from reputable sources on alternative effective treatments, and new target invasive species discovered during early detection surveys. Additionally, any invasive plant control methods in this plan may be superseded by approved restoration plans for the park. For instance, opportunistic control species, such as five horn bassia (*Bassia hyssopifolia*), may be better controlled through a holistic weed management approach implemented as part of a restoration project.

The described invasive plant control methods can be amended as needed to accommodate improved methods or opportunities.

1.2.2 Access

The existing network of trails and fire roads can be used to access most of Fairview Park and shall be used for access to the invasive plant populations targeted for control. In

general, access within the invasive plant control areas for weed control shall be by foot. This is to protect sensitive resources to prevent harm to native plant and animal species, damaging impacts to the soil such as compaction, and to prevent the unintentional spread of invasive and nonnative weed seed that can be moved around by vehicles.

Some areas have difficult access due to steep terrain or dense vegetation. Park crews shall be used for invasive species control in these areas as well as during sensitive times of the year, such as the bird breeding season, to ensure that necessary biological protection measures are followed (Section 1.5). As opportunities arise for volunteer weeding events that may include control of the target invasive species recommended for control in this plan, areas for volunteer weeding efforts should be carefully selected to safeguard the safety of participants.

1.2.3 Volunteer Opportunities

Volunteer participation in mechanical control techniques that do not require heavy equipment, such as chainsaws or mowers, can be facilitated through organized events supervised by a trained "weed management leader." These leaders should be knowledgeable in identifying target weeds and common native species in the area, as well as experienced in effective mechanical treatment methods to demonstrate proper weeding techniques for volunteers.

To maximize the effectiveness of these events, selected sites should be easily accessible, located near existing trails or roads, and have manageable slopes. Focusing on a single target species per event can simplify identification, enabling volunteers to contribute more effectively to invasive plant control efforts.

1.3 HIGH-PRIORITY INVASIVE PLANTS

Due to limited resources, management efforts should focus on controlling invasive species that pose the greatest threat to the park's biological resources. Priority should be given to protecting sensitive habitat areas and high investment areas, such as restoration sites or locations where extensive efforts have already been made to control invasive species. Continued efforts in these areas will likely be necessary until invasive species are eradicated, and habitat restoration goals for the area are met.

Plant species list generated during surveys and assessments for the Fairview Park Master Plan Update were the basis for determining the high-priority invasive species targeted for control. The species are all Cal-IPC rated invasive plants species or locally invasive plants that are a threat to sensitive habitat areas in Fairview Park. Table 1-1 presents the high-priority invasive plants, Cal-IPC rating, and growth characteristics. Table 1-2 presents the general location where the high-priority invasive plants occur and the level of control targeted.

Table 1-1 High-Priority Invasive Plants for Long-Term Management

Scientific Name	Common Name	Cal-IPC Rating*	Bloom Period	Lifeform	Duration	Methods of Reproduction
Arundo donax	Giant reed	High	May to June	Grass	Perennial	Vegetative; roots, rhizomes, stems with nodes
Atriplex semibaccata	Australian saltbush	Moderate	April to Dec.	Subshrub	Perennial	Seed
Bassia hyssopifolia	Five horn bassia	Limited	June to July	Herbaceous	Annual	Seed
Brachypodium distachyon	Purple false brome	Moderate	April to July	Grass	Annual/Perennial	Seed
Brassica nigra	Black mustard	Moderate	April to July	Herbaceous	Annual	Seed
Bromus diandrus	Ripgut brome	Moderate	April to June	Grass	Annual	Seed
Carduus pycnocephalus	Italian thistle	Moderate	Feb. to July	Herbaceous	Annual	Seed
Carduus tenuiflorus	Slender flowered thistle	Limited	April to Aug.	Herbaceous	Annual	Seed
Cirsium vulgare	Bull thistle	Moderate	July to Sep.	Herbaceous	Perennial	Seed
Conium maculatum	Poison hemlock	Moderate	April to Se.	Herbaceous	Biennial	Seed
Cynara cardunculus	Artichoke thistle	Moderate	April to July	Herbaceous	Perennial	Seed
Echium candicans	Pride of Madeira	Limited	Feb. to Oct.	Shrub	Perennial	Seed
Foeniculum vulgare	Sweet fennel	Moderate	May to Sep.	Herbaceous	Perennial	Primarily seed; occasionally vegetatively from root and crown fragments
Glebionis coronaria	Crown daisy	Limited	March to July	Herbaceous	Annual	Seed
Hirschfeldia incana	Shortpod mustard	Moderate	Year Round	Herbaceous	Perennial	Seed
Oncosiphon pilulifer	Stinknet	High	March to July	Herbaceous	Annual	Seed
Pennisetum setaceum	Fountaingrass	Moderate	July to Aug.	Grass	Perennial	Seed
Raphanus sativus	Wild radish	Limited	Feb. to July	Herbaceous	Annual/Biennial	Seed
Ricinus communis	Castor bean	Limited	Year Round	Shrub	Perennial	Primarily seed; occasionally vegetatively from root and stem fragments
Rumex crispus	Curly dock	Limited	Year Round	Herbaceous	Perennial	Seed
Salsola australis	Russian thistle	Locally Invasive	March to Jan.	Herbaceous	Annual	Seed
Silybum marianum	Milk thistle	Limited	April to July	Herbaceous	Annual/Biennial	Seed
Sisymbrium irio	London rocket	Limited	Jan. to April	Herbaceous	Annual	Seed
Solanum rostratum	Buffalobur	Locally Invasive	May to Sep.	Herbaceous	Annual	Seed

** "Locally Invasive" is not a Cal-IPC rating, but Land IQ has identified these species as locally invasive with ecological impacts on sensitive biological resources in Fairview Park.*

Table 1-2 High-Priority Invasive Plant Eradication or Containment Priorities Parkwide or in Sensitive Habitat Areas: Vernal Pool Watershed (VPW) and Wetlands, Coastal Sage Scrub (CSS), and Riparian Habitat Areas (WRA).

Scientific Name	Common Name	General Location in Fairview Park	ERADICATE			CONTAIN	
			VPW	WRA/CSS	Parkwide	VPW	Parkwide
Arundo donax	Giant reed	Drainages on the west bluff		X	X		
Atriplex semibaccata	Australian saltbush	Nonnative annual grasslands and trail edges	X				X
Bassia hyssopifolia	Five horn smotherweed	Vernal pool watershed, moist disturbed soils				X	
Brachypodium distachyon	Purple false brome	Vernal pool watershed, nonnative annual grasslands	X	X	X		
Brassica nigra	Black mustard	Common on slopes and on imported fill material	X				X
Bromus diandrus	Ripgut brome	Nonnative annual grassland, disturbed areas	X				
Carduus pycnocephalus	Italian thistle	Poison hemlock patches, riparian and wetland areas	X	X	X		
Carduus tenuiflorus	Slender flowered thistle	Poison hemlock patches, riparian and wetland areas	X	X	X		
Cirsium vulgare	Bull thistle	Riparian and wetland areas, disturbed areas	X	X	X		
Conium maculatum	Poison hemlock	North facing bluff slopes and west bluff drain		X	X		
Cynara cardunculus	Artichoke thistle	Nonnative annual grassland with clayey soils			X		
Echium candicans	Pride of Madeira	Landscaped areas			X		
Foeniculum vulgare	Sweet fennel	Throughout Park	X	X	X		
Glebionis coronaria	Crown daisy	Vernal pool watershed, fuel modification zones	X				X
Hirschfeldia incana	Shortpod mustard	Occurs on mesa	X				X
Oncosiphon pilulifer	Stinknet	Occurs on mesa and along trails	X				X
Pennisetum setaceum	Fountaingrass	Disturbed areas, Fairview Park Channel			X		
Raphanus sativus	Wild radish	Common in disturbed soils	X				X
Ricinus communis	Castor bean	Base of the earthen drain west bluff area			X		
Rumex crispus	Curly dock	Vernal pool watershed	X				X
Salsola australis	Tumbleweed	Vernal pool watershed	X				X
Silybum marianum	Milk thistle	Throughout Park			X		
Sisymbrium irio	London rocket	Common in disturbed soils	X				X
Solanum rostratum	Buffalobur	Vernal pool watershed	X				

ERADICATE = Complete removal of the invasive plant population and monitoring to ensure that is does not reestablish.
CONTAIN = Eradication is not practical, feasible, or necessary but the invasive plant population should be managed to contain its current population size until the habitat can be restored or otherwise enhanced, and to prevent the spread of the invasive plant to another sensitive habitat in Fairview Park.
Sensitive Habitat Areas = CSS Areas that have potential for nesting coastal California gnatcatcher nesting, and all riparian and wetland areas, including vernal pools.

1.3.1 Level of Control

The key to effective management is consistent and structured approaches for prioritizing monitoring, control, and eradication of invasive species. The approach for invasive species control presented in this plan is based on the knowledge that not all invasive species can be eradicated from the Park but may only be controllable in portions of the Park, such as sensitive habitats, or localized small populations, and larger more established populations may only feasibly be controlled to stop their spread.

The plan identifies three levels of control effort for target invasive species to ensure efficient management and protection of sensitive habitats and species. These levels include:

- **Parkwide Eradication**: High-priority invasive species with the most significant potential to harm sensitive habitats and species are targeted for complete eradication from the park. Feasibility assessments consider the extent of the species' spread, and the costs associated with control efforts.
- **Containment Control**: For well-established and ubiquitous invasive species, complete eradication may be challenging and cost prohibitive. Control efforts should focus on areas susceptible to species spread, such as access trails, roads, and locations subject to annual disturbances like fuel modification zones or grassy areas near Placentia Avenue.
- **Opportunistic Control**: Invasive species rated by Cal-IPC that are present within the park but may be costly to eradicate or contain fall under opportunistic control. Control measures for these species should be implemented when populations overlap with treatment areas for other high-priority species and resources permit.

1.4 Prioritization of Invasive Plant Control Areas

Control of high-priority invasive plants will be carried out in a phased approach, with the highest priority given to sensitive habitat areas (Priority 1 Control Areas). As time and resources permit, control efforts will expand to all other natural areas within the park, designated as Priority 2 Control Areas (Figure 1-1).



Figure 1-1 High-Priority Invasive Plant Control Priority Areas.

1.4.1 Priority 1 Control Areas

Priority 1 Control Areas encompass the following sensitive habitat areas:

1. Vernal pool watersheds, including vernal pools, which support rare plants and sensitive aquatic resources like the federally endangered San Diego fairy shrimp (*Branchinecta sandiegonensis*) and Riverside fairy shrimp (*Streptocephalus woottoni*)
2. Suitable coastal sage scrub habitat for the federally threatened and state Species of Special Concern, coastal California gnatcatcher (*Polioptila californica californica)* (CAGN)
3. Suitable riparian habitat for the state and federally endangered, Least Bell's vireo (*Vireo bellii pusillus*) (LBV)

1.4.2 Priority 2 Control Areas

Priority 2 Control Areas include:

1. Fuel Modification Zones
2. Areas within the historic vernal pool watershed that are covered by improper fill material or disconnected hydrologically from the vernal pools by the improper fill material; these areas are identified for future habitat restoration, including removal of the fill material to restore the historic vernal pool watershed
3. All other natural areas within the park

Control efforts should initially target Priority 1 Control Areas, with the primary goal of eradicating specified target invasive plant species. Once treatment in Priority 1 areas is complete, remaining resources should be allocated to managing invasive species in Priority 2 Control Areas.

In cases where target invasive species populations are small or pose a significant threat to the park's natural areas and sensitive biological resources, parkwide eradication is the goal. If eradication is not feasible or necessary, such as when populations are widespread within the park and surrounding areas, containment and long-term control are the primary objectives.

FUEL MODIFICATION ZONES

Fuel Modification Zones (FMZ) are managed to minimize fire risk to buildings and provide firefighters with a defensible space during fire events. The 100-ft FMZ requirement set by OCFA is primarily maintained along the park's property line adjacent to habitable structures. Currently, these areas are dominated by nonnative annual grasses and forbs, with annual mowing during the summer season to manage fire risk while preserving nonnative plant dominance.

Several high-priority invasive plants are present within the FMZs, including black mustard (*Brassica nigra*), short pod mustard (*Hirschfeldia incana*), and crown daisy (*Glebionis coronaria*). These species should be controlled at the appropriate time of the

year, as outlined in Section 1.7, to ensure effective management. This may necessitate conducting control efforts at different times than fuel modification activities. If control is not feasible during the optimal treatment periods due to resource constraints, the seed and vegetative reproductive material of invasive species should be carefully bagged and removed from the FMZs to prevent their spread into adjacent natural areas of the park.

Annual surveys conducted by a qualified plant biologist during treatment, monitoring, or early detection efforts should include FMZs to identify any new invasive species requiring control or known invasive species that are encroaching on the FMZs.

Opportunities may arise to collaborate with OCFA on alternative fuel modification strategies that fulfill fuel reduction objectives, such as horizontal and vertical fuel breaks or trimming of dead standing vegetation. These strategies could incorporate desirable native species to replace current nonnative species, thereby enhancing wildlife habitat quality and reducing the spread of undesirable invasive species within the park.

1.5 BIOLOGICAL RESOURCE PROTECTION

The primary goal of the invasive plant control plan is to protect the natural resources within the park. This section outlines measures to minimize potential adverse impacts on:

1. Protected, sensitive, or locally rare plant and wildlife species
2. Nesting birds in or near treatment areas

When feasible, conduct invasive species control, including physical and chemical methods, outside the avian breeding season to limit impacts on sensitive species and biological resources in Fairview Park.

Although it is recommended to implement control measures outside the nesting season whenever possible, certain high-priority invasive plants may require control during the nesting season for effective management. The following resource protection measures should be implemented during the nesting season:

1. Schedule vegetation removal outside the nesting season (nesting seasons are as follows: February 15 to August 15 for songbirds; January 15 to August 15 for raptors; February 15 to August 31 for CAGN; and March 1 to September 15 for LBV) when possible.
2. If vegetation removal must occur during the nesting season, conduct thorough surveys for nesting birds in all suitable habitats prior to vegetation clearing activities. Surveys should be performed by a permitted and approved biologist. Raptor nesting surveys are only necessary in potential raptor nesting habitats, such as the park's existing riparian areas.

Successful implementation of the invasive plant management plan will enhance the quality and availability of nesting habitat for native and migratory birds. However, precautions must be taken to protect nesting birds throughout the process.

1.5.1 General Protective Measures

The following are general protective measures that shall be implemented during invasive weed control activities.

Weed Control Hours: Weed control activities will be limited to daylight hours.

Work Area and Staging: Equipment staging, such as for vehicle parking, equipment storage, or waste bin storage, will be restricted to the smallest area practicable in designated work areas, routes, temporary interior access, or the limits of existing roadways/pathways.

Environmentally Sensitive Areas and/or Exclusion: Where appropriate, fencing, flagging, or biological monitoring will be used to minimize or avoid disturbance to environmentally sensitive areas and listed species habitat which will include patches of coastal sage scrub, the vernal pool watershed, riparian, and other sensitive habitats.

Invasive Species: The spread or introduction of nonnative, invasive species will be avoided. Invasive plant material will be removed using approved protocols and disposed of at an appropriate upland disposal or compost area in a manner that will not promote their spread. The project will use weed free erosion control materials such as burlap rice straw wattles and certified weed-free mulch, if needed.

Equipment Maintenance and Materials Storage: Vehicle traffic will be confined to existing roads and trailways. All machinery must be in good working condition, showing no signs of fuel or oil leaks. Oil, grease, or other fluids will be washed off at off-site designated wash stations prior to entering the site. Inspection and evaluation for the potential for fluid leakage will be performed daily prior to use. All fuel and chemical storage, servicing, and refueling will be done in the designated staging area or other suitable location with secondary containment to prevent spills from traveling to surface water or drainages.

Herbicide Handling: All herbicide mixing shall occur in designated work staging areas and conducted in such a manner as all potential spills shall be captured in containment bins. Herbicide mixing shall not occur within 100 feet of an open body of water. Filling of spray backpacks shall be done in containment bin to collect any potential spills. Park crews shall have spill kits in their vehicles and all spills shall be cleaned up immediately and all contaminated material properly disposed of off-site.

Trash Removed Daily: All trash, especially food-related refuse that may attract potential predators or scavengers, will be properly contained in sealed containers or bags, removed from the work site, and disposed of daily.

1.5.2 Qualifications for Biologist

The following definitions describe a qualified biologist and an agency approved biologist for purposes of conducting surveys and biological monitoring:

Qualified Biologist: The minimum qualifications for the Qualified Biologist include a bachelor's degree in biological or environmental science, natural resources

management, or related discipline; field experience in the habitat types that occur at the project site; familiarity with the listed species (or closely related species) that may occur at the project site; and prior preconstruction survey, construction monitoring, or construction oversight experience.

Approved Biologist: For listed species, such as the coastal California gnatcatcher, least Bell's vireo, and Crotch's bumble bee, additional qualifications are required for biologists who would be responsible for species surveying. For this plan, the Approved Biologist will have the following qualifications:

- A federal section 10(a)(1)(A) recovery permit for coastal California gnatcatcher surveys
- At least five years' direct experience with least Bell's vireo to survey for this species
- Approved by CDFW to survey for Crotch's bumble bee on the project site

Because the qualifications for the Approved Biologist exceed those for the Qualified Biologist, any activity indicated as appropriate for the Qualified Biologist below may also be completed by an Approved Biologist. Where sensitive species may be directly or indirectly impacted by project implementation, the following species protection measures shall be implemented, as appropriate.

1.5.3 Environmental Training

Prior to involving new or existing personnel in restoration activities, all new restoration personnel will undergo environmental awareness training led by a Qualified Biologist. This training will cover the identification, habitat requirements, legal protections, avoidance and minimization measures, and applicable protection measures for special-status species and nesting birds that may be present in or near the project site. Personnel will be informed of the procedures to follow if a special-status species or nesting bird is encountered during project activities.

Training may be conducted in an online or virtual meeting format. For extended projects requiring multiple training events, a training video developed under the supervision of the Qualified Biologist may be used to educate new personnel, provided that a Qualified Biologist is available by phone to address questions about the training or any concerns that may arise during project activities.

1.5.4 Sensitive Species Protection

Surveys shall be conducted for the following threatened, rare, or endangered species that are known to or have the potential to occur at Fairview Park. The following are recommended survey guidelines. All existing resources to be protected will be identified by the required biologist and flagged prior to any project disturbance.

COASTAL CALIFORNIA GNATCATCHER

Habitat Avoidance: Invasive plant treatment impacts will be avoided or minimized in coastal sage scrub and other vegetation communities suitable for the coastal California

gnatcatcher (CAGN) during the breeding season. If surveys determine that the habitat is occupied or that impacts to these habitats cannot be avoided, any possible incidental "take" of CAGN individuals will be avoided or minimized through implementation of the measures listed below.

Work Window: To avoid or minimize impacts to nesting CAGN, all clearing of vegetation in CAGN suitable habitat will occur outside of the breeding season (September 1 through February 14). If the breeding season cannot be avoided, a United States Fish and Wildlife Service (USFWS) Approved Biologist will conduct pre-work nesting bird surveys prior to weed treatments. A minimum of 3 surveys are recommended to be conducted during the nesting season prior to the start of work activities with the third and final survey within 5 days of initiating the start of work. If no active CAGN nests are found, project activities may proceed.

Work Restrictions Near Active Nests: If an active CAGN nest is detected during the surveys, work will be suspended until the end of the nesting season (August 31), or until the young have fledged; alternatively, the following conditions will apply:

- A USFWS-Approved Biologist will establish a 100-foot disturbance buffer distance between noise-generating project activities and CAGN nest(s). Noise-buffer distances may be modified in coordination with the USFWS Field Office based on project-specific characteristics or the City may choose to submit their own analysis and buffer recommendations for USFWS's consideration.
- Once the buffer is established, a Qualified Biologist will monitor the nest during treatment activities for signs of adverse effects, including distress/disturbance. If adverse effects are detected, the Qualified Biologist will have the authority to stop all treatment activities in the vicinity of the nest and implement additional protection measures. If no work is to occur within or near the buffer, and no adverse impacts were detected during any previous monitoring activities, work can proceed outside the buffer without the need for a monitor being present.
- A Qualified Biologist will continue to monitor the nest and will determine when young have fledged (in coordination with a USFWS-Approved Biologist). Once the USFWS-Approved Biologist has confirmed that the young have left the nest, the protective buffer may be removed, and treatment activities within these areas may resume.

LEAST BELL'S VIREO

Habitat Avoidance: Invasive plant treatment impacts will be avoided or minimized in areas suitable for least Bell's vireo (LBV) habitat during the breeding season (March 15 through September 15). If surveys determine that the habitat is occupied or that impacts to these habitats cannot be avoided, any possible incidental "take" of LBV individuals will be avoided or minimized through implementation of the measures listed below.

Work Window: To avoid or minimize impacts to nesting LBV, all clearing of vegetation in occupied habitat or suitable habitat will occur outside the breeding season (September 16 through March 14). If the breeding season cannot be avoided, a USFWS-Approved Biologist will conduct pre-work nesting bird surveys prior to weed treatments. A minimum of 3 surveys are recommended to be conducted during the nesting season prior to the start of work activities with the third and final survey within 5 days of the start of work. If no active LBV nests are found, project activities may proceed.

Work Restrictions Near Active Nests: If an active LBV nest is detected during the survey, work will be suspended until the end of the nesting season (September 15), or until the young have fledged; alternatively, the following conditions will apply:

- A USFWS-Approved Biologist will establish a 100-foot disturbance buffer distance between noise-generating project activities and LBV nest(s). Noise-buffer distances may be modified in coordination with the USFWS Field Office based on project-specific characteristics or the City may choose to submit their own analysis and buffer recommendations for USFWS's consideration.
- Once the buffer is established, a Qualified Biologist will monitor the nest during treatment activities for signs of adverse effects, including distress/disturbance. If adverse effects are detected, the Qualified Biologist will have the authority to stop all treatment activities in the vicinity of the nest and implement additional protection measures. If no work is to occur within or near the buffer, and no adverse impacts were detected during any previous monitoring activities, work can proceed outside the buffer without the need for a monitor being present.
- A Qualified Biologist will continue to monitor the nest and will determine when young have fledged (in coordination with a USFWS-Approved Biologist). Once the USFWS-Approved Biologist has confirmed that the young have left the nest, the protective buffer may be removed, and treatment activities within these areas may resume.

CROTCH'S BUMBLE BEE

Habitat Avoidance: Impacts to burrows/nests occupied by Crotch's bumble bee (CRBB) (*Bombus crotchii*), candidate species for state endangered status, will be avoided. If CRBB are observed, the area shall be considered occupied, and work shall not occur until the end of the flight season.

Surveys shall be performed by a CDFW-Approved Biologist or entomologist familiar with CRBB behavior and life history. Surveys shall be conducted during the flying season (April through mid-October), when the species is most likely to be detected above ground and include a minimum of 3 surveys with a 3-week space between surveys. If no CRBB are found within the work area, project activities may proceed. If Crotch's bumble bee is found within the work area, the City may propose site-specific measures in coordination with CDFW to avoid take or obtain an Incidental Take Permit.

BURROWING OWL

Avoidance: Burrowing owls (*Athene cunicularia*) (BUOW), state Species of Special Concern, are not known to nest at Fairview Park but are known to occupy the Park in the winter. The restoration activities shall avoid impacts to nesting BUOW and known overwintering locations. If a BUOW is observed on the project site, work shall be suspended, and the Qualified Biologist shall immediately contact CDFW to develop a plan for avoidance prior to initiating any ground disturbance on the project site.

BREEDING / NESTING BIRDS

Avoidance: To the extent feasible, weed control activities should be scheduled to avoid the bird nesting season (February 15 through August 31 for songbirds; January 15 to August 15 for raptors). If it is not possible to schedule weed control activities between September 1 and February 14, or January 14 in suitable raptor nesting areas, then pre-work surveys for nesting birds will be conducted by a Qualified Biologist to avoid impacts to nesting birds.

Pre-work breeding/nesting bird surveys will be conducted during the bird nesting season (February 15 through August 31 for songbirds; January 15 to August 15 for raptors) if vegetation removal or other activities are planned that could violate the California Fish and Game Code and/or the Migratory Bird Treaty Act (MBTA). A Qualified Biologist will conduct pre-work breeding/nesting bird surveys no more than 5 days prior to the initiation of any site-disturbance activities that may impact nesting birds. During this survey, the biologist will inspect all vegetation and other potential nesting habitats in the work area for nests. Active nesting is present if a bird is building a nest or sitting in a nest, if a nest has eggs or chicks in it, or if adults are observed carrying food to the nest. If no breeding/nesting birds are observed, work activities may begin. If breeding/nesting birds are observed, the measures described below shall be implemented.

Work Restrictions Near Active Nests: If an active nest is detected, work will be suspended until the young have fledged or until the end of the nesting season (August 31); alternatively, the following conditions will apply:

- A Qualified Biologist will establish a disturbance buffer distance between noise-generating project activities and the nest. Noise buffer distances (typically up to 300 feet for raptors and up to 100 feet for other species) will be determined by the Qualified Biologist based upon consideration of the bird species and the nature of the planned project activity.
- If a buffer is established, a Qualified Biologist will monitor the nest during weed control activities for signs of adverse effects, including distress/disturbance. If adverse effects are detected, the Qualified Biologist will have the authority to stop all weed control activities in the vicinity of the nest and implement additional protection or avoidance measures. If no work is to occur within or near the buffer, and no adverse impacts were detected during any previous

monitoring activities, work can proceed outside the buffer without the need for a monitor being present.

- A Qualified Biologist will continue to monitor the nest and will determine when the young have fledged. Once the Biologist has confirmed that the young have left the nest, the buffer and exclusion zone may be removed, and weed control activities within these areas may resume.

1.5.5 Protective Buffers

All buffers shall be clearly marked in the field sufficiently to prevent the crew from entering the buffers with the minimal amount of flagging to prevent drawing the attention of the nest to predators. The buffer locations shall be shown in the field to the crews that will be working in the area along with a map provided of all nest locations and associated buffers. The crew shall be informed of all restrictions to work activities within the buffer as well as any access information that may be required for avoidance of the buffer. For instance, access points shall be determined to prevent repeated travel near a buffer during the workday.

1.6 INVASIVE PLANT SURVEYS AND EDRR

A brief high-priority invasive plant control plan will be developed annually by a qualified biologist possessing the necessary expertise in native and nonnative plants of California. The minimum qualifications for the qualified biologist include:

1. A bachelor's degree in biological or environmental science, natural resources management, botany, or a related discipline.
2. Field experience in the park's habitat types.
3. Familiarity with sensitive or rare plant species that are present or may occur at the park.
4. Knowledge of invasive plant species found in the park.

The qualified biologist will survey the park at the appropriate time to identify and assess the location, density, and phenology of target invasive species. Survey data should encompass the following:

1. Invasive plant population coordinates.
2. Invasive plant species.
3. Population size.
4. Phenology or life stage of most of the invasive plant population.
5. General location description.

Based on the most up-to-date best practices, the qualified biologist will provide the park maintenance crews with recommended treatment methods for each target invasive species. The plan should include:

1. The phenological stage of the target invasive plants for treatment.
2. Recommended treatment methods.
3. Necessary follow-up treatments and their anticipated timing.
4. A map of the location, including information on population size.
5. The number and timing of treatments throughout the year.
6. Protective measures for sensitive species or habitats to be implemented before treatments.

By following these guidelines, the park's invasive weed management plan will be effectively developed and implemented, ensuring the preservation of the park's diverse ecosystems.

1.6.1 Invasive Plant Surveys

To determine appropriate timing and control methods, initial weed surveys for annual treatment should be conducted during winter, ensuring that weed treatment can take place before the start of the earliest bird nesting season, which begins on January 15 for raptor species. If additional weed control is required during the growing season, subsequent surveys by the qualified plant biologist will identify optimal timing and methods for follow-up treatments. Surveys should be timed to prevent significant seed set, ensuring that treatment can effectively control the population before viable seeds are produced.

Follow-up surveys may be needed at appropriate times depending on the weed treatment method used. For example, after stump cut treatments, populations should generally be checked about one month after treatment to address any emerging resprouts or seedlings that may have germinated around the treated mature plant.

For invasive species that can sustain their life cycle throughout the year and emerge under favorable conditions, species-specific surveys may be necessary to determine multiple follow-up treatments. An example of such a species is castor bean (*Ricinus communis*), which can flower and germinate year-round when adequate soil moisture is available, including during summer months.

1.6.2 Early Detection and Rapid Response

Alongside managing known high-priority invasive species populations, it is crucial to continually assess the park for newly introduced invasive species or populations in previously undetected areas. Implementing an Early Detection and Rapid Response (EDRR) management approach is the most cost-effective method for detecting invasive plants before they become a widespread problem.

EDRR efforts should focus on:

- Detecting new invasive plants requiring control
- Identifying new populations of known invasive species for inclusion in subsequent treatment events

Annual focused surveys, conducted by a qualified plant biologist, should be supplemented by documenting incidental findings during other park activities. Surveys should prioritize areas susceptible to new infestations, such as trails, landscaped areas, fuel modification zones, or potential vector corridors.

Preventing invasive species introduction is the primary and most cost-effective long-term defense. Prevention measures include restricting invasive plant installation in landscaped park areas. Promptly treating new infestations while eradication remains feasible is the next line of defense. If eradication is not possible due to cost or feasibility constraints, containment efforts may be necessary to protect sensitive park resources. Containment typically requires long-term or indefinite control.

By systematically surveying for new populations of known invasive plants and detecting new invasive species annually, the goal is to eradicate these species before they cause ecological harm or become uncontrollable (USFWS 2015). Early control is key, as the chances of successful eradication diminish, and control efforts increase once the species are established and mature.

SURVEYS FOR NEW INVASIVE SPECIES

Detection of new invasive species can be integrated with other invasive plant surveys conducted throughout the year. However, it is recommended to perform at least one targeted early detection survey during the optimal time for detecting most invasive species within the park. Spring is the most suitable season for this survey, as most plants are actively growing, allowing for treatment of newly detected invasive species during subsequent control events.

Prior to early detection surveys, gather and review background information to guide detection and control prioritization:

- Review invasive plant species occurrences in the surrounding area (e.g., within 50 miles). Information on invasive plant species in the area can be obtained from many web-based sources including CalWeedMapper, Calflora, Biodiversity Serving Our Nation (BISON), EDDMapS, and iNaturalist.
- Consult with local invasive plant experts and land managers to see if there are any additional species that should be considered for early detection.
- Lists of invasive plant species from other available sources including the U. S. Department of Agriculture, from the local Santa Ana River and Orange Weed Management Area (WMA), or other conservation management partnerships or collectives.

Surveys for detecting new invasive species populations should be conducted annually, using a systematic and repeatable approach. Focus on areas with a higher likelihood of invasion, such as trails, roads, access points, and areas subject to regular disturbance like fuel modification zones and annually mowed nonnative grasslands. Additionally, assess areas adjacent to residential properties for invasive plants potentially introduced from yards and escaped landscaping plants.

The City could collaborate with residents and property owners to educate the public on avoiding the use of invasive target plant species in their yards, minimizing the potential for degradation of native park habitats. By working together and implementing these strategies, the park's ecosystem can be better protected from the harmful effects of invasive species.

1.7 TIMING OF INVASIVE PLANT CONTROL TREATMENTS

Successful control and protection of native habitats rely on consistent and well-timed invasive plant treatments. Annual control efforts should be adjusted to each species' requirements, such as the number of treatments needed, and consider any constraints like avoiding herbicide use in sensitive areas (e.g., vernal pools and vernal pool watershed).

The treatments shall be primarily focused outside of any sensitive times for sensitive species, such as when there is standing water in the vernal pools, the breeding season for bird species that are sensitive or protected under the MBTA, or during the flight season of Crotch’s bumble bee. If work outside these sensitive periods cannot be avoided, the appropriate protective measures, including biological surveying and monitoring needs to be conducted during the breeding season to detect breeding activity. If breeding activity is observed, appropriate protective buffers shall be placed around sensitive areas, such as an active bird nest, and no work shall occur in these areas until the nests are no longer active. Monitoring by a biologist with appropriate requirements, approvals, and permits may be necessary. Protective measures are described in more detail in Section 1.5.

Multiple control events using the most effective control strategies for the target invasive species shall be anticipated during a control year for effective control. Table 1-3 shows the control timing and strategies for the target invasive species.

The following provides timing for the different habitat areas of the Park along with important management notes for control activities.

Table 1-3 Timing and Method of Treatment for High-Priority Invasive Plants Parkwide or in Sensitive Habitat Areas: Vernal Pool Watershed (VPW) and Wetlands, Coastal Sage Scrub (CSS), and Riparian Habitat Areas (WRA).

Scientific Name	Common Name	Physical/Mechanical Treatment Method (P)	Chemical Treatment Method (C)	Control Event 1 (Jan. to Feb. 15)			Control Event 2 (Spring to Early Summer)			Control Event 3 (Summer to Fall)		
				VPW	WRA/CSS	Parkwide	VPW	WRA/CSS	Parkwide	VPW	WRA/CSS	Parkwide
Arundo donax	Giant reed	Cut and dig out plant removing all plant material	Foliar herbicide application – glyphosate	---	P/C	P/C	---	P/C	P/C	---	P/C	P/C
Atriplex semibaccata	Australian saltbush	Hand-pull removing all rooting material	Foliar herbicide application - glyphosate	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Bassia hyssopifolia	Five horn bassia	Hand-pull removing all rooting material	N/A	P	---	---	P	---	---	P	---	---
Brachypodium distachyon	Purple false brome	Hand-pull small patches; or mow before viable seed production but after soil moisture depleted	Foliar herbicide application - fluazifop	P	P/C	P/C	P	P/C	P/C	P	P	P
Brassica nigra	Black mustard	Hand-pull removing all rooting material; or mow after flowering but before viable seed production cutting close to the ground to prevent resprouting (this may require removal of thick plant thatch in sensitive habitat areas); remove viable seeds from mature plants	Foliar herbicide application - glyphosate	P	P/C	P/C	P	P/C	P/C	P	P	P
Bromus diandrus	Ripgut brome	Hand-pull small patches; or mow before viable seed production close to the ground removing bolting stems (this may require removal of thick plant thatch in sensitive habitat areas)	Foliar herbicide application - fluazifop	P	---	---	P	---	---	P	---	---
Carduus pycnocephalus	Italian thistle	Hand-pull removing all rooting material; remove viable seeds from mature plants	Foliar herbicide application – glyphosate or clopyralid	P	P/C	P/C	P	P/C	P/C	P	P	P
Carduus tenuiflorus	Slender flowered thistle	Hand-pull removing all rooting material; remove viable seeds from mature plants	Foliar herbicide application – glyphosate or clopyralid	P	P/C	P/C	P	P/C	P/C	P	P	P

Scientific Name	Common Name	Physical/Mechanical Treatment Method (P)	Chemical Treatment Method (C)	Control Event 1 (Jan. to Feb. 15)			Control Event 2 (Spring to Early Summer)			Control Event 3 (Summer to Fall)		
				VPW	WRA/CSS	Parkwide	VPW	WRA/CSS	Parkwide	VPW	WRA/CSS	Parkwide
Cirsium vulgare	Bull thistle	Hand-pull removing as much of the tap root as possible; remove viable seeds from mature plants	Foliar herbicide application - clopyralid	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Conium maculatum	Poison hemlock	Hand-pull removing all rooting material; remove viable seeds from mature plants	Foliar herbicide application - glyphosate	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Cynara cardunculus	Artichoke thistle	Hand-pull removing as much of the tap root as possible; remove viable seeds from mature plants	Foliar herbicide application - clopyralid	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Echium candicans	Pride of Madeira	Cut and dig out plant removing all plant material	Foliar herbicide application; or Stump cut herbicide application (requires follow-up treatment of resprouts)	---	P/C	P/C	---	P/C	P/C	---	P/C	P/C
Foeniculum vulgare	Sweet fennel	Cut and dig out plant removing at least 3 to 6” of the root crown; remove viable seeds from mature plants	Foliar herbicide application – triclopyr in winter; glyphosate all other times most effective before flowering	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Glebionis coronaria	Crown daisy	Hand-pull removing all rooting material including any viable seed	Foliar herbicide application - glyphosate	P	P/C	P/C	P	P/C	P/C	P	P	P
Hirschfeldia incana	Shortpod mustard	Hand-pull removing all rooting material; or mow after flowering but before viable seed production cutting close to the ground to prevent resprouting; remove viable seeds from mature plants	Foliar herbicide application - glyphosate	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Oncosiphon pilulifer	Stinknet	Hand-pull removing all rooting material; remove viable seeds from mature plants	Foliar herbicide application – glyphosate most effective in the bolting stage	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C

Scientific Name	Common Name	Physical/Mechanical Treatment Method (P)	Chemical Treatment Method (C)	Control Event 1 (Jan. to Feb. 15)			Control Event 2 (Spring to Early Summer)			Control Event 3 (Summer to Fall)		
				VPW	WRA/CSS	Parkwide	VPW	WRA/CSS	Parkwide	VPW	WRA/CSS	Parkwide
Pennisetum setaceum	Fountaingrass	Hand-pull seedlings; Cut and dig out mature plants removing all plant material; remove viable seeds from mature plants	Foliar herbicide application – fluazifop; or glyphosate best control when applied during flowering stage	P	P	P	P	P/C	P/C	P	P/C	P/C
Raphanus sativus	Wild radish	Hand-pull removing all rooting material; mow after flowering but before viable seed production cutting close to the ground to prevent resprouting	Foliar herbicide application - glyphosate	P	P/C	P/C	P	P/C	P/C	P	P	P
Ricinus communis	Castor bean	Hand-pull seedlings; cut and dig out mature plants removing all plant material; remove viable seeds from mature plants	Foliar herbicide application or Stump cut herbicide application (requires follow-up treatments to foliar spray any resprouts)	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Rumex crispus	Curly dock	Hand-pull removing as much as the tap root (minimum of 2 inches) as possible to prevent resprouting	Foliar herbicide application – glyphosate or clopyralid	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Salsola australis	Russian thistle	Hand-pull removing as much of the root as possible before seed set	Foliar herbicide application – glyphosate before seed set; triclopyr most effective on young plants	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Silybum marianum	Milk thistle	Hand-pull removing as much of the root as possible; remove viable seeds from mature plants	Foliar herbicide application – clopyralid from seedling to bud stage	P	P/C	P/C	P	P/C	P/C	P	P/C	P/C
Sisymbrium irio	London rocket	Hand-pull removing all rooting material; or mow after flowering but before viable seed production cutting close to the	Foliar herbicide application - glyphosate	P	P/C	P/C	P	P/C	P/C	P	P	P

Scientific Name	Common Name	Physical/Mechanical Treatment Method (P)	Chemical Treatment Method (C)	Control Event 1 (Jan. to Feb. 15)			Control Event 2 (Spring to Early Summer)			Control Event 3 (Summer to Fall)		
				VPW	WRA/CSS	Parkwide	VPW	WRA/CSS	Parkwide	VPW	WRA/CSS	Parkwide
		ground to prevent resprouting; remove viable seeds from mature plants										
Solanum rostratum	Buffalobur	Hand-pull removing as much of the root as possible	Foliar herbicide application - glyphosate	P	---	---	P	---	---	P	---	---

Notes:

1. *Sensitive Habitat Areas = CSS Areas that have potential for nesting coastal California gnatcatcher nesting, and all riparian and wetland areas, including vernal pools.*
2. *P = Physical or mechanical control method appropriate for the life stage of the invasive plant. C = Chemical control method. "---" = Species does not currently or is not expected to occur in an area, or species is not a target for control in this portion of the Park, and no control method is provided.*
3. *The number of weed control events per year will be dependent on weed growth throughout the season, annual weather conditions, incidence of standing water and saturated soil conditions in the vernal pool areas, and ability to do nesting bird surveys during the bird nesting season.*
4. *Treatments during the nesting seasons will require pre-work biological surveys and monitoring around active nests: CAGN nesting season 2/15 to 8/31; LBV 3/15 to 9/15; Raptors 1/15 to 8/15; CRBB 4/1 to Oct 15; MBTA Protected Birds 2/15 to 8/31.*
5. *The City shall provide a cultural monitor to protect culturally significant materials if significant digging is required in areas with protected cultural resources. Cutting or pulling out the roots of the plant from the topsoil does not require a cultural monitor.*
6. *All treatments shall occur before viable seed production when possible; if control cannot occur before viable seed production all seed material shall be cut, bagged, removed, and properly disposed of off-site.*
7. *No weed control treatments shall occur in the vernal pool watershed when there is standing water or while the soil is saturated—until the surface is dry enough to walk on without disturbing the soil surface.*
8. *No herbicide treatment of any kind shall be conducted in the vernal pool watershed—except for the improper fill material soil that was placed on the mesa.*
9. *No mowing with mechanical equipment shall occur in the vernal pool watershed*
10. *Only aquatic approved herbicides shall be used within 100 feet of water.*
11. *A state licensed Pest Control Advisor (PCA) shall be consulted to provide written herbicide recommendations for species specific herbicide control methods for the Park.*

1.7.1 Vernal Pool Watershed

No weed control shall be implemented in areas with standing water or saturated soils that occurs during the rainy season October through April. No herbicides shall be used within the vernal pool watershed at any time of the year. The use of mechanical equipment including mowers shall not be used in the vernal pool watershed to prevent negative impacts to the soil, such as ruts, and the potential crushing of fairy shrimp cysts (i.e., eggs).

- **Control Event 1** timed to be in the winter prior to standing water in the pools and prior to nesting bird season. Only physical methods allowed, such as hand weeding or line trimming. No mowing with equipment or herbicides is allowed.
- **Control Event 2** timed to be during the late spring early summer when there is no longer standing water in the vernal pools or saturated soil conditions. The timing should coincide with the most effective treatment time with the target invasives species. Pre-work surveys are required prior to implementing this control event. Only physical methods allowed. No mowing with equipment or herbicides is allowed.
- **Control Event 3** timed in the fall after the bird nesting season has ended. Actively growing or senesced perennial species shall be hand-pulled and removed. Senesced annuals need not be pulled unless the standing biomass would degrade bird habitat or impact the function of vernal pool, only remaining intact and viable seed material need be cut and removed from the site. Care shall be taken so as not to shatter seed pods so as not to contribute weed seed to the seed bank.

1.7.2 Sensitive Habitat Areas (Potential CAGN and LBV Habitat)

- **Control Event 1** timed to be in the winter prior to bird nesting season February 15 in coastal sage scrub areas that are potential habitat for CAGN and prior to raptor nesting season January 15 in riparian areas that are potential LBV habitat as there is suitable habitat for raptor nests in the riparian habitat within the Park. Methods can be either physical or chemical.
- **Control Event 2** timed to be in mid-spring. The timing should coincide with the most effective treatment time with the target invasives species. Pre-work surveys are required prior to implementing this control event. Control can be either physical or chemical methods.
- **Control Event 3** timed to be after the nesting season has ended August 31 in CAGN potential habitat and September 15 in LBV potential habitat areas. Actively growing or senesced perennial species shall be hand-pulled and removed. Senesced annuals need not be pulled unless the standing biomass would degrade bird habitat only remaining intact and viable seed material need be cut and removed from the site. Care shall be taken so as not to shatter seed pods so as not to contribute weed seed to the seed bank.

1.7.3 All Other Natural Areas

- **Control Event 1** timed to be in the winter prior to bird nesting season February 15. If suitable raptor nesting habitat is present, the control should be timed prior to January 15. Methods can be either physical or chemical.
- **Control Event 2** timed in spring to be at the optimum time for most target invasive species to be treated. Requires a pre-project survey by a qualified bird biologist within one week of work.
- **Control Event 3** timed to be in the summer at the optimum time for most target invasive species to be treated. Requires a pre-project survey by a qualified bird biologist within one week of work if it occurs prior to August 31.

1.8 BIOSECURITY PROCEDURES TO PREVENT THE SPREAD OF INVASIVE PLANTS

Implementing biosecurity procedures is essential to prevent the unintentional spread of target invasive plant species during control activities and to mitigate the introduction of new invasive species to the park. Biosecurity measures include cleaning clothing and equipment, ensuring that equipment used on-site is free of any invasive plant species reproductive material, and verifying materials used in the park, such as erosion control devices, are weed seed-free.

Preventing the spread of invasive species is the first line of defense and a cost-effective approach to controlling their impact. Consistent measures to ensure that seeds and reproductive material of invasive plant species are not spread to new areas will help avoid costly future efforts and potential ecological damage. By safeguarding sensitive habitats from infestation, their ecological functions can be preserved, promoting the overall health and resilience of the park's ecosystem.

1.8.1 Biosecurity Measures During Control Activities

Effective weed management not only involves the physical removal and chemical treatment of invasive species but also requires careful attention to minimizing seed dispersal, resprouting, and other unintended consequences of control measures. By taking steps to prevent the future propagation of weeds, the effectiveness of current practices can be enhanced while reducing the severity of subsequent infestations.

Although it is advisable to control weeds before seeds mature, this may not always be feasible, such as when a weed can seed year-round, and monitoring each life stage is challenging. In these situations, it is crucial to be aware of the presence of seeds during control sessions. Even if the plant itself is removed, seeds left behind at the site or on clothing, equipment, vehicles, or waste containers can undermine management efforts and spread the infestation to new areas.

To reduce seed spread, follow these practices:

1. Remove seeds found on plants before cutting, hand-pulling, or herbicide application, placing the material in appropriate disposal containers.

2. Collect seeds from the ground and place them in containers.
3. After each treatment, remove seeds from clothing and equipment, placing them in disposal containers before leaving the area.
4. Thoroughly inspect and clean clothing, equipment, bags, etc., using a brush or other tool, paying close attention to laces, socks, cuffs, pockets, etc.
5. Remove dirt from shoe treads to eliminate embedded seed material.

Vehicles should only be driven on approved pathways to limit contact with potential invasive weed species seed material. Despite minimal contact, vehicles should be inspected and cleaned of all weed seeds before leaving the site, focusing on tire treads, bumpers, radiators, and undercarriages. If waste disposal containers are brought on-site from other locations, inspect, and remove any weed seeds before using them in the park.

Crews shall be trained by the qualified plant biologist on the Best Management Practices (BMP) for cleaning equipment and clothing to prevent the spread of invasive species. As an alternative, already developed sources for training crews is available online such as from Cal-IPC video that can be found here Training Video: Best Management Practices for Preventing the Spread of Invasive Plants – California Invasive Plant Council (cal-ipc.org).

By implementing these measures, the spread of invasive species can be mitigated, promoting a more effective and sustainable approach to weed management.

Biosecurity Measures for Project Materials Used in the Park

To minimize the introduction of invasive species, all materials used within the park should be certified weed-free. This includes, but is not limited to, mulch materials, erosion control products (e.g., straw wattles, hay bales), container plants, soil, and aggregate (topsoil, sand, gravel, fill), and landscape materials such as plants, seeds, sod, mulch, and soil amendments. Prior to use, all materials shall be inspected, and confirmation of their weed seed-free status shall be obtained from the vendor.

In landscape areas, it is recommended to not plant any invasive plants including trees to prevent the infestation of these invasive plants into natural areas of the park, particularly in the sensitive habitat areas. Resources to check when making landscaping plant palettes includes Don't Plant a Pest! – California Invasive Plant Council (cal-ipc.org) and The Cal-IPC Inventory – California Invasive Plant Council which is a list of invasive plants in California that either are rated as an invasive plant or are on the watch or alert list.

1.9 High-Priority Invasive Plant Control Methods

These guidelines for physical and chemical control methods are based on Land IQ's experience in Southern California, with a focus on treating the target invasive species recommended for control in this plan. Control methods have been cross-referenced

using "Invasive Plants of California's Wildlands" (Bossard et al., 2000) and "Weed Control in Natural Areas in the Western United States" (DiTomaso et al., 2013).

Nonnative plants identified as highly invasive in Fairview Park are designated as "High-Priority Invasive Plants" and targeted for focused control efforts. Repeated treatments over multiple years will likely be necessary for effective control of these invasive plants. A minimum of five years may be needed to eradicate some species, while others may require long-term management with containment as the primary goal when eradication is not feasible.

Recommended control methods consider site conditions, population density of invasive plants, biological constraints (e.g., avian breeding season, rare vegetation presence), regional management experience, and published weed control methods. Ideally, weeds should be controlled before seed production to limit soil seed bank accumulation. Care should be taken to avoid damaging native plants during weed control activities.

Methods for control include physical and chemical approaches. Before initiating herbicide treatment, a written herbicide application recommendation from a California Licensed Pest Control Advisor should be obtained, confirming appropriate dosage, timing, and application method. All herbicides used for the project require approval from the City before use.

Effective invasive plant species control involves managing the existing weed seed bank and implementing timely control measures to prevent additional seed or propagule input from target invasive species. Successful control may take several years, depending on population size and annual treatment frequency. Invasive species reproducing from seed should be controlled before seed set to deplete the existing weed seed bank and minimize new seed entry. Species that reproduce vegetatively should be controlled at the optimal time during their growing season.

Table 1-1 presents key phenological information for the target invasive species along with their reproductive strategies to help guide timing for scheduling survey events by the qualified plant biologist and control events.

The density and vigor of invasive plant species in any given season or year is highly dependent on annual weather patterns, including the timing and amount of rainfall, as well as diurnal temperature variations. This necessitates an adaptive weed management approach that allows flexibility in the timing and intensity of treatment events each year. Adaptive management is also crucial due to the difficulty and impracticality of quantifying the nonnative seed bank of target invasive species in the park. Instead, weed management efforts can only be estimated based on prior biological monitoring and experience with similar treatment efforts.

Invasive weed management is vital for the successful establishment and maintenance of native habitats within the park. Special care must be taken when weeding around native plants and within high-quality native habitats, requiring additional labor and expertise. Working around native species often necessitates increased use of manual methods

(e.g., hand-cutting or pulling) and reduces opportunities for time-saving mechanized equipment like mowers and line trimmers.

The number of years required for invasive species eradication through annual weed treatment events will depend on site-specific factors such as weed density, type of weed species, annual weather patterns, and variables like landscape position and soil type.

Weed management methods will be selected based on the type and density of target invasive species present, the density of native species, accessibility, and location within the park. Several control methods can be employed to manage invasive species at Fairview Park:

1. **Mechanical Methods:** Manual hand-pulling or cutting; taproot extraction with tools, such as weed extractors or shovels; mowing or line trimming
2. **Chemical Methods:** Targeted low-pressure foliar herbicide application; stump-cut and herbicide application

Each weed control method has advantages and disadvantages, with considerations including implementation timing, equipment and trained staff availability, biological resource protection, and site access limitations for equipment. Nonnative seedlings and flowering plants should be controlled before producing viable weed seeds to minimize contributions to the weed seed bank. If weeding is delayed until after seed development, seed material should be cut, bagged, and disposed of off-site.

Soil disruption should be minimized to reduce the germination of new weed individuals, injury to native species, and disturbance to biological soil crusts. Care should be taken not to disturb deep soil layers that could bring up buried weed seeds that would not otherwise germinate without disturbance.

Careful weeding by trained crews is necessary to avoid damage to native species in areas with significant native cover or sensitive species. Adaptive management, including regular monitoring to guide the scheduling and selection of weed control methods, is key to success. General guidelines for control methods are presented in Table 1-3.

1.9.1 Physical Control Methods

Physical control methods recommended include hand-pulling, cutting, or removal with digging equipment. These methods are best used for isolated individuals or small patches for the most efficient control. Digging with a shovel, pick or mattock can be labor intensive especially for larger mature individuals. Hand-pulling is best suited for seedlings or smaller plants that can be easily pulled. In many instances removal of all or most of the invasive species is necessary for effective control to limit resprouting from the roots or root crown. Using hand garden tools such as picks, cultivators, weeders, specialized hoes, mattocks, and trowels, can help to loosen the soil around the roots. After loosening the soil, pull vertically from the ground to remove as much of the root system as possible, especially weed species with a long tap root.

MOWING/LINE TRIMMING

Mowing with mechanical equipment, such as a rotary mower, flail mower, or mulcher attached to a tractor or skid steer, or hand-operated motorized cutting tools such as line trimmers are generally an efficient method to use in areas with a high density of target invasive grasses and herbaceous species in areas with little to no native vegetation present. Mowing is appropriate in larger areas that are flat to moderately sloped. Careful mowing should be implemented to limit injury to native species when cutting. The use of mechanical equipment including mowers shall not be used in the vernal pool watershed to prevent negative impacts to the soil, such as ruts, and the potential crushing of fairy shrimp cysts (i.e., eggs). In areas with a steeper slope or with a higher density of natives, walk behind, hand-operated mowers or line trimmers should be used.

Line trimming can be accomplished with a gas-powered, hand-operated line trimmer fitted with a string, brush blade, or similar instrument in areas inaccessible to larger equipment. Like line trimming, a gas-powered, hand-operated, shafted hedge trimmer with an articulating blade can be used to trim target invasive weeds above the soil surface from a standing position. Shafted hedge trimmers can be effective for cutting denser patches of broadleaf weeds after they have flowered, such as mustard species (*Brassica*, *Sisymbrium*, and *Hirschfeldia*). Line and hedge trimmers are most effective in areas that are inaccessible to larger equipment, or when working around dense, existing native vegetation that excludes the use of larger equipment.

Fire prevention measures must be taken to avoid accidental fires from sparks during machinery operation or line trimming with blades. These measures may include always having a water truck on site near the mowing activity, shovels carried on the mower and water truck, and water fire extinguishers. The weed material should be cut as close to the ground as possible to limit re-sprouting of herbaceous species and ensure removal of bolting crowns of grasses. Care should be taken to not damage biological soil crusts where present.

HAND/MECHANICAL PULLING OR CUTTING

Hand-pulling or cutting of target invasive weeds is one of the least disruptive methods but is an inefficient method of weed control in dense stands. Hand-pulling or cutting should be reserved for controlling isolated individuals, controlling small infestations in areas that are inaccessible to equipment, or where high densities of native or sensitive species are present. Hand-pulling is a very useful manual technique to use on young plants and small patches of weeds.

Hand-cutting can be used to remove the flowering stalks of target invasive weeds prior to seed development with tools such as sickles or vinyl knives. If cut material contains viable seed, then it should be properly disposed of off-site.

When hand-pulling target invasive weeds, the plants should be grasped near the base pulling in the direction the plant is growing to be able to better extract most of the roots

out of the ground. Short tugs work better than one long pull to prevent breaking the plant before the main roots are removed.

Isolated individuals of select invasive species can be pulled by hand or with a tool such as the Weed Wrench™. Using hand garden tools such as picks, cultivators, weeders, specialized hoes, mattocks, and trowels, can help to loosen the soil around the roots. After loosening the soil, pull vertically from the ground to remove as much of the root system as possible, especially weed species with a long tap root. When using a weed wrench, the clamp should be placed on the lowest point on the trunk of the plant as much as possible. The base of the weed wrench should be on the ground, but if it is not touching, rocks or branches can be placed underneath to improve leverage. Using your weight the weed wrench should be pulled toward you and not pushed away or injury could occur.

CUT-AND-DIG

Larger mature invasive species can be controlled by cutting the upper foliage of the plant and digging out the root system. Plant foliage can be cut with a handsaw, loppers, axe, or similar tools and removed to allow for better access to the roots. The root material can be dug out and removed with a shovel, mattock, Pulaski, or similar tool. As much of the root material should be removed as possible for effective control since many of the target invasive weed species can readily resprout from remaining roots. Removed root material should be properly disposed of to prevent resprouting. For example, the removed roots and rhizomes of giant reed (*Arundo donax*) or even cut stems with nodes can resprout if they are touching wet soil.

RAKING AND REMOVAL OF WEEDED BIOMASS

Plant biomass of weeded invasive species shall be removed from the vernal pool watershed and other sensitive habitat areas since plant thatch degrades the quality of bird habitat and the functioning of the vernal pool habitats. Thick pant thatch also inhibits germination and recruitment of desirable native species and would hinder the natural.

Raking of the cut material can be done with handheld rakes and collected on burlap bags to be removed from the Park.

1.9.2 Chemical Control Methods

Herbicide treatment is specified mainly for dense areas of the target invasive species with low densities of native species and are invasive species that are perennial or that may re-sprout from taproots and rhizomes. Limited use of selected herbicides is specified when no other effective alternative is feasible for effective control. Most herbicides are not selective for weeds only; in other words, herbicides must be applied with the least harmful effect to non-target native species.

For effective control of target invasive species populations, they must be controlled before they produce viable seed. Most herbicides are not selective for weeds only (i.e., these herbicides must be applied with the least harmful effect to non-target native

species). In general, only post-emergent herbicides, which kill plants after they have germinated and are actively growing, are recommended.

Herbicides shall not be used in the vernal pool watershed at any time of year, except for area on the mesa with improper fill material. Herbicides use in all other natural areas during the breeding season can be used if a pre-work survey by a qualified biologist is conducted prior to treatment. Herbicides may be used in the fuel modification zones outside the breeding season and during the breeding season if prework surveys for nesting birds is conducted.

Only herbicides registered for use in California and in wildlands should be used judiciously for the control of target invasive species. Herbicides that are registered for use in California natural areas are recommended to be used at rates specified on the herbicide labels for the target invasive species. The recommended herbicides registered for use in California that are proposed in these guidelines are glyphosate, a non-specific broad-spectrum herbicide registered for use on almost all weed species, fluazifop-p-butyl for the control of weedy grasses, clopyralid for the treatment of thistles in the rosette stage, and triclopyr for the treatment of woody invasive plant species.

A state licensed Pest Control Advisor (PCA) shall be consulted to provide written herbicide recommendations for species specific control methods for the Park. The herbicide applicator must have a pest control business license that requires at least one individual employed by the business be in possession of a qualified applicator's license. All licenses must be issued by the State of California and be currently registered in the county of work. If a qualified applicator is not present during the herbicide treatment, all applicators must have undergone documented herbicide training.

Personnel must wear all Personal Protective Equipment (PPE) required by law and follow all herbicide label directions and precautions. PPE includes but is not limited to chemical-resistant nitrile gloves, eye protection, chemical protective suits, e.g., Tyvek®, and protective footwear. All re-entry times specified on an herbicide label must be observed and posted. Herbicide preparation must be conducted only in approved staging areas more than 100 feet from a stream course or any body of water. Only herbicides and surfactants approved for aquatic use should be used within 100 feet of a stream course or any body of water.

A colorant or marking dye is recommended to ensure even coverage of herbicide. The material should be a non-toxic material such as Blazon®, Turf Mark®, or equivalent. The dye should be mixed with the herbicide at no more than half the rate specified on the label as it can reduce product performance of the active ingredient of the select herbicide, especially at lower herbicide application rates.

Herbicide treatment should be conducted only when weather conditions are conducive to effective uptake of the herbicide by target species when plants are at the specified growth stage. Optimal weather includes sunny and dry conditions with ambient temperatures of at least 65 degrees Fahrenheit. Wind conditions should be five miles per hour or less for herbicide applications that can be subject to drift, e.g., foliar spray

methods, to minimize herbicide drift for worker protection and to prevent damage to desirable vegetation. Treated plants shall not be disturbed until the applied herbicide has had time to take effect per the manufacturer's instruction.

FOLIAR SPRAY TREATMENT

Foliar spray treatment involves applying a select herbicide at a specified concentration directly to the exposed foliage of the plant to thoroughly wet all leaves. For the foliar spray treatment to be effective, the exposed foliage needs a thorough coating of herbicide, and the plant should be actively growing. The green or photosynthesizing parts of the plant should be sprayed for uptake of the herbicide by the plant. Typically, the foliar spray treatment is best used on smaller plants to ensure adequate cover of the herbicide.

The disadvantage of the foliar spray treatment is the damage that may be caused to desirable species in the localized area where spraying occurs, especially if a non-selective herbicide like glyphosate is being used. Additionally, the foliar application method is generally ineffective on invasive plants with thick waxy cuticles.

Foliar spray shall be by low pressure hand operated sprayers only and broadcast herbicide shall not be done anywhere in the Park. For backpack or hand-held application of herbicide, a low-pressure regulated sprayer with a coarse droplet size and single-nozzle wand shall be used. For this type of application use either spray-to-wet applications, or low volume directed spray.

Prior to use of hand-held herbicide applicators, the equipment should be checked to make sure it is fully functional and does not have any leaks. After filling the closure cap should be securely screwed on and not-cross threaded to prevent any spills or leakage. For backpack sprayers, the rubber gasket and nipple in the sprayer lid should be regularly lubricated for proper functioning. The applicator should not bend over or lean too far forward to prevent any spills onto their person or on to desirable vegetation. Prior to use, the pump of the backpack sprayer should be primed with 10 to 20 pumps. When traveling between spraying points, the applicator shall keep their hand off the lever to avoid any inadvertent spraying of herbicide.

To decrease the chances of spraying nontarget plants, preparation before spraying may be needed in areas where weeds are mixed in with native plants. The target invasive plant for control should be separated from natives and if the plant is tall, the plant should be carefully bent downward, away from natives, and the herbicide solution applied. After spraying, the plant should be released slowly and carefully to avoid any herbicide drips or runoff. The herbicide applicator should be sure to observe what is behind and around the target invasive species for control and be mindful of wind speed and direction. Nozzle adjustments may be necessary to get the mist pattern for best coverage of the target invasive plant. Larger plants should be sprayed from multiple angles to ensure adequate coverage of the plant with herbicide for effective control.

For application to small weeds (e.g., seedling stage) amongst dense native plants, if herbicide application is deemed necessary, the herbicide can be applied by backpack

sprayer with a low-pressure regulated wand with the nozzle directed to the weed foliage, thereby avoiding overspray. However, nozzle-to-plant application is time intensive and requires highly trained applicators that can differentiate between native and nonnative plants at the seedling stage; and therefore, it is typically not the most cost-effective weed management method. However, this treatment method may be needed since it is recommended to conduct herbicide treatment outside of the bird nesting season (January 15 to September 15) in sensitive habitat areas.

STUMP CUT AND HERBICIDE TREATMENT

Treatment of larger and well-established individuals, including high priority invasive species that may re-sprout from taproots or rhizomes, is best accomplished by using the stump cut and herbicide application method. Advantages of the stump-cut treatment compared with foliar application for larger individuals, includes the following:

- Lower quantity of herbicides required to treat the invasive species; and
- Localized application of the herbicides reduces the likelihood of herbicide contact with non-target native species, during application.

Typically, the stump cut and herbicide treatment is used in late summer and early fall when plants are translocating energy reserves to the rootstock and when seed dispersal is not enhanced by weeding activities optimal timing though is dependent on the weed species being treated.

The stump cut treatment method process involves cutting the stump of an invasive species flat at about 8 to 10 inches in height, then immediately (within 2 minutes or less) treating the exposed cambium of the cut stump with a select herbicide at a specified concentration. The stump cut treatment should be implemented in the following steps:

Step 1. Plants will be cleanly cut, horizontally, close to the ground (using a saw, rotary brush cutter or similar tool).

- If the weed species has already set seed, seed material shall be immediately collected, bagged, and removed from the project area prior to cutting
- The cut vegetation will be removed from the project area the same day it is cut and properly disposed of off-site or in a designated buffer area.

Step 2. The stumps or stems will be re-cut, cleared of sawdust and immediately painted with the specified herbicide within two minutes of cutting, before the cut surface begins to congeal, to ensure penetration of the herbicide. The herbicide should be applied to the cambium in 60 seconds or less after cutting.

- Apply the herbicide on the cut stump (the percent solution will be dependent on the weed species treated and herbicide used). Apply carefully to avoid any drips or damage to surrounding native species.

Plants generally should be checked about one month after initial stum cut treatment to determine the success of the herbicide treatment. Any re-growth from the treated

stumps should be treated with the foliar herbicide application method in the same growing season or as re-growth appears in the next growing season. Any new seedlings and small saplings observed during follow-up treatments can be hand-pulled, ensuring that the root system is removed. The pulled material should be removed from the project area or chipped and stockpiled for composting, as some species can regenerate when moisture is available.

If it is not possible for the herbicide applicator to work alongside the crew who is cutting the plants for treatment, then the herbicide treatment Step 2 may be applied within one week of the initial cutting. However, the cut stump must be re-cut to expose fresh cambium for effective herbicide treatment. If the stump cannot be re-cut, then herbicide application is not recommended as it will no longer be effective since the surface would be congealed and the herbicide would not be taken up by the plant.

RECOMMENDED HERBICIDES FOR USE IN FAIRVIEW PARK

The following sections provide information and application rates for specific herbicides recommended for use in the restoration areas.

Categories of herbicides include pre-emergent and post-emergent. Pre-emergent herbicides work on newly germinated weed species. They prevent them from developing and do not harm established plants. Post-emergent herbicides work on established and actively growing weed species. Only post-emergent herbicides are recommended for use. Pre-emergent herbicides should not be used for habitat restoration since they may also affect newly germinated native species.

Only herbicides registered for use in wildlands should be used judiciously within the Conservation Easement. Herbicides that are registered for use in California for natural areas are recommended for weed species at specific rates noted on the labels. Pre-emergent chemicals are not recommended for use at any time during. The following herbicides are recommended herbicides to implement this plan:

- Fluazifop-P-butyl (e.g., Fusilade®; EPA Toxicity Class III, low toxicity) will be specified for foliar applications, at application rates recommended on the label, for grasses.
- Glyphosate (e.g., Round-up®; EPA Toxicity Class III, low toxicity) will be specified for foliar and stump cut applications, at application rates recommended on the label, for most target invasive species.
- Clopyralid (e.g., Transline®; EPA Toxicity Class III, low toxicity), will be specified for foliar spray applications, at application rates recommended on the label, for thistle control.
- Triclopyr (e.g., Garlon 4 ultra®; EPA Toxicity Class III, low toxicity) will be specified for foliar spray applications and stump-cut application, at rates recommended on the label, for woody species, sweet fennel, and other target invasive herbaceous species.

Post-emergent herbicides are either selective (kills specific types of weeds such as grasses or broadleaves) or non-selective (works on all plants). Grass-selective herbicides include Fusilade® DX and Envoy®. Broadleaf-selective herbicides include Clopyralid. Non-selective herbicides include glyphosate and triclopyr.

Post-emergent herbicides can be broadcast sprayed in areas with a low density of native species or applied with backpack sprayers in areas with a higher density of native species. Selective herbicides can be broadcast sprayed to control the desired weed type with little to no impact on natives of a different plant type. Non-selective herbicides can be more efficient in areas with a mix of grass and broadleaf weed species since they can treat all the weed species present at the site. However, non-selective herbicides can cause the most harm to desirable native species and should only be broadcast sprayed in areas with a low density of natives.

Caution should be taken to prevent overspray and herbicide drift onto the foliage of native species as they can damage or kill the plant(s). Prior to selection and use, the label of each herbicide should be read to determine if the active ingredient can translocate through the soil and cause potential damage to the root system of native species. For example, imazapyr translocates through the soil and its use should be limited to the stump cut treatment method to reduce the amount of herbicide introduced into the soil and prevent herbicide drift.

Fluazifop (Fluazifop-p-butyl Fusilade® DX)

The active ingredient in Fusilade® DX is fluazifop-p-butyl. Fusilade® DX is a selective post-emergent herbicide used for the control of annual and perennial weed grasses. The herbicide is systemic i.e., it is absorbed and moves from the foliage to the roots, rhizomes, stolons, shoots, and meristematic regions of the grasses.

Application Rate

Fusilade® DX application rates for annual and perennial grasses are 16-24 ounces (oz) per acre (4 to 6 oz of active ingredient [a.i.] per acre). For control of seedlings the rate is 8 oz per acre (2 oz a.i. per acre). Add the following spray additives to the herbicide mixture for optimum effectiveness:

- Crop oil concentrate containing 15-20% approved emulsifier at 0.5-1% volume/volume (v/v) (0.5-1 gallon [gal]/100 gal)
- Nonionic surfactant containing at least 75% surface-active agent at 0.25-0.5% v/v (1-2 quarts/100 gal)
- A non-toxic colorant or marking dye to insure even coverage of herbicide. The dye should be mixed with the herbicide at no more than half the rate specified on the label of the dye as it can reduce product performance, especially at lower herbicide application rates.

Weedy grass species should be treated at the appropriate growth stage for optimum effectiveness. Grasses that have tillered (sprouted a shoot from its base), formed seed heads, or exceeded the growth stages listed on the label should not be treated. Target

weed grasses should not be under stress (e.g., from moisture, temperature, low soil fertility) for optimum control.

If the treatment area has a mix of weedy grasses, Fusilade application should be implemented when the first grass reaches the specified growth stage for treatment using the highest application rate for the grasses in the mixed population. The optimum growth stage for treatment of annual grasses is when grasses are 2–8 inches tall, but prior to tillering and/or seed head formation. It is important to note that in drought years when available water is limited, nonnative grasses can flower early when plants are less than 8 inches tall. Monitoring of flower production is critical to determine the optimum time for weed control. Thoroughly coat the foliage with herbicide during foliar application, but not to the point of runoff of the herbicide.

No more than 72 fluid ounces of Fusilade per acre a year should be applied to a treatment area. It should not be applied if rainfall is expected within 1 hour of application. Fusilade should not be applied directly to water, where surface water is present, or where runoff into water bodies could occur. To reduce herbicide runoff, avoid applications of herbicide within 48 hours of rainfall. Restrict entry into treated areas as specified on the label.

Visual observations of control can be seen within one week of treatment; however, it is dependent on the grass species and environmental conditions. Growth of treated grasses typically stops soon after application. Signs of herbicide control include loss of vigor, yellowing, reddening, and eventual death.

Glyphosate

Glyphosate (e.g., Roundup Pro® Concentrate or Roundup Pro® Max) is a broad-spectrum post-emergence herbicide for the control of annual, perennial, and woody weed species. The herbicide is systemic and moves from the treated foliage to the root system.

Foliar application should be implemented when the target species are at the appropriate growth stage for optimum effectiveness. Target annual and perennial species should be actively growing. Application to annual species should be prior to seed head formation of grasses and before bud formation in broadleaf weeds. Perennial weeds should be treated after they reach the reproductive stage of growth, seed head formation in grasses and bud formation for broadleaf species. If treatment is necessary prior to perennials reaching the reproductive stage, the higher label application rate should be used.

Application Rate

Most annual and perennial weed species can be effectively treated with a 2% solution of glyphosate when applied during the appropriate growth stage. Follow label directions of the glyphosate product used to mix a 2% solution. Add colorant or marking dyes to the spray solution to aid the applicator in achieving good coverage of target species. The dye should be mixed with the herbicide at no more than half the rate specified on the

label as the amount of dye can reduce product performance, especially at lower herbicide application rates.

Most glyphosate products contain a surfactant, and no additional surfactant is needed or recommended to add to the mix except for glyphosate products registered for aquatic use. Aquatic glyphosate formulations do not contain a surfactant in the herbicide product. If using an aquatic formulation and a surfactant is added to the mix, follow the directions on the herbicide label. However, it should be noted that in some cases, specific project permits and conditions may not allow use of a surfactant for aquatic applications.

Except where specified on the label, no more than 8 pounds (lbs) of glyphosate acid per acre per year should be applied to a treatment area in California. The total glyphosate acid amount is additive for all glyphosate products used in a given area, so it is important to keep a record of the amount of all glyphosate acid used in a given area per year. Glyphosate products have different acid concentrations and acid equivalents are provided on all product labels.

Herbicide application should not occur if heavy rainfall is expected soon after application. Herbicide should not be applied directly to water or to areas where surface water is present. Restrict entry into treated areas as specified on the label.

Visual observations of control on annual weeds can be seen within 2 to 4 days and 7 days or more for perennial weeds. Signs of herbicide control include wilting and yellowing of foliage advancing to complete browning of above-ground growth and deterioration of root material.

Clopyralid

Clopyralid is a post-emergence selective broadleaf herbicide. It is particularly effective for the control of thistle and clover species and is considered safe to use with established native grass species. However, immature native grasses prior to tillering and development of a secondary root system may be negatively affected by clopyralid. Clopyralid is the active ingredient in the herbicide Transline®.

Application Rate

Clopyralid should be applied at ¼ to ⅔ pint per acre, depending on the weed species being treated and associated growth stage. Add the following spray additives to the herbicide mixture for optimum effectiveness:

- A non-ionic surfactant at a rate of 1 to 2 gal/100 gal of herbicide mixture.
- A non-toxic colorant or marking dye to insure even coverage of herbicide. The dye should be mixed with the herbicide at no more than half the rate specified on the label of the dye as it can reduce product performance, especially at lower herbicide application rates.

In general, the herbicide is most effective when weeds are small and actively growing. The lower rate should be used only during highly favorable growing conditions and

when plants are 3 to 6 inches tall. The higher rates should be used if the plants are stressed or in areas with high weed density. The foliage should be thoroughly coated for effective control.

Application during extreme growing conditions such as drought, freezing conditions, or wet foliage at the time of application may reduce the effectiveness of the herbicide. Herbicide is rainfast within 2 hours of application. Avoid injury to non-target plants by avoiding spray drift. Non-target plants can be affected by direct spray on plant foliage or indirectly by root uptake through the soil. The maximum application rate per year in California during the growing season is ⅔ pint per acre.

Clopyralid should not be applied directly to water, where surface water is present or where runoff into water bodies could occur. Clopyralid should not be used in areas where movement through the soil could contaminate ground water, such as loamy sand, sandy soils or in areas with a shallow water table.

Sprayed material should not be used for composting or mulch as clopyralid may remain for long periods in dead plant tissue and negatively affect future growth and development of non-target species in treated areas.

Triclopyr

Triclopyr (e.g., Garlon 3A, Renovate® 3) is a systemic herbicide used for the control of broadleaf species and grasses. Triclopyr can be used at any time during the growing season and is most effective when used to treat actively growing plants.

Application Rate

For the control of broadleaf species triclopyr should be applied at 1 to 4.5 lbs acid equivalent (a.e.) per acre in a total volume of 20 to 100 gallons of water. The herbicide mixture can be applied at any time of the growing season. Add the following spray additives to the herbicide mixture for optimum effectiveness:

- A non-ionic surfactant at the rate specified on the label of the surfactant. Use the higher recommended concentrations of surfactant when applying lower spray volumes per acre.
- A non-toxic colorant or marking dye to insure even coverage of herbicide. The dye should be mixed with the herbicide at no more than half the rate specified on the label of the dye as it can reduce product performance, especially at lower herbicide application rates.

The maximum application rate of triclopyr is 9 lbs a.e. per acre per year.

Herbicides Approved for Aquatic Use

Only herbicides and surfactants approved for aquatic use should be used in riparian habitats for treatment of weed species. It is important to note that permits may not allow the use of a surfactant in riparian habitats. The purpose of a surfactant is to provide more uniform coverage and penetration of the herbicide into the plant. Approved aquatic herbicides include Round-up® Custom (active ingredient glyphosate)

and Renovate® 3 (active ingredient triclopyr). Non-ionic surfactants approved for aquatic use include Liberate® and Rainier®.

1.10 TARGET INVASIVE SPECIES CONTROL METHODS

The following are specific control methods for the target invasive species presented in this plan. As stated previously, no herbicides or mechanical mowing shall be done in the vernal pool watersheds and only physical control methods presented below shall be implemented for the target invasive species in the vernal pool watershed.

1.10.1 Artichoke Thistle

The type of herbicide used for artichoke thistle (*Cynara cardunculus*) control is dependent on its growth stage. In the seedling to rosette stage in winter to early spring, clopyralid (e.g., Transline®) should be applied at 1.5 to 4 oz a.e. per acre. Foliage should be thoroughly coated for effective control. The higher rates should be used if the plants are stressed or in areas with high weed density. Physical control methods include hand pulling seedlings and cutting plants in the rosette stage. When using physical methods, as much of the root system should be removed as possible to limit resprouting (DiTomaso et al. 2013). It should be noted that while physical control methods can effectively control artichoke thistle, it may take longer than chemical control methods with more treatments per year and more years of control.

For mature, bolting artichoke thistle plants, a foliar application of 2% glyphosate should be used. Glyphosate treatments should be done after bolting when the plants are actively translocating fluids to the root system. If sprayed before bolting, the above-ground material may die back, but many of the plants will resprout from the roots later in the season (Bossard et al. 2000).

Physical methods include cutting the mature plant and removing as much of the upper taproot as possible to prevent resprouting. Plants can be cut with a mower, line trimmer or hoe. The most effective cutting method is the use of a hoe to cut down below the soil to remove part of the upper tap root system. Mowers and brush cutters can be used to deplete mature plants of their resources. Repeat mowing will be necessary during the growing season prior to seed set over multiple seasons for effective control.

1.10.2 Australian Saltbush

Australian saltbush (*Atriplex semibaccata*) is a perennial subshrub that can be controlled by hand-pulling, removing as much of the root material as possible. While plants are easy to hand-pull, they are brittle, and care should be taken not to break the mainstem when pulling to ensure as much of the root material is removed as possible. Chemical methods of control include foliar application of glyphosate that can be used from postemergence to mature plants that are rapidly growing. If seeds are present before treatment, seeds should be carefully cut and removed from the plant and properly disposed of off-site.

1.10.3 Crown Daisy

Crown daisy (*Glebionis coronaria*) is an annual herb that reproduces from seed that can be controlled by hand-pulling removing as much of the root material as possible. Line trimming is most effective after the plant has flowered or produced fruits, cutting the plants as close to the base as possible. Follow-up treatments will likely be required if line trimming is the method used. Foliar application of glyphosate is most effective when the plant is mature but prior to seed set. If seed set has already occurred, line trimming should be the method used. If seeds are present before treatment, seeds should be carefully cut and removed from the plant and properly disposed of off-site.

1.10.4 Castor Bean

Castor bean (*Ricinus communis*) can be either a summer annual, perennial, shrub, or even a small tree up to 10 feet tall. The seeds are highly poisonous as well as to a lesser degree the foliage. Protective gloves should be worn during hand-pulling activities since all plant parts are toxic to humans. Hands should be thoroughly washed after working with castor bean.

Seedlings and smaller castor bean individuals should be hand-pulled, removing as much of the root system as possible to prevent resprouting. Medium sized individuals can be pulled with hand-held tools such as a weed wrench. Hand-pulling can be best accomplished in soils that are wet and even larger individuals can be hand-pulled in wet sandy soils. Hand-pulling is more difficult when soil conditions are dry and should not be the method used if most of the root system cannot be removed. If plants are broken during hand-pulling, they will readily resprout with multiple shoots from the root crown.

Mature plants should be treated with a foliar herbicide application of a 2% solution of glyphosate. Foliar herbicide application can occur at any life stage of the castor bean from seedlings to large mature plants. Control is optimum between seedling to bloom stage and is most effective at flower bud and flowering stage. Herbicide control should be done before seed production has started.

For larger individuals, the stump cut method as described above can be used. The cut stumps should be treated with a 25% solution of glyphosate applied to the cut stump. The stump cut treatment can be done on mature plants at any time of the year. Smaller plants can be cut with loppers while hand saws or chain saws may be required for larger plants.

If seed production has occurred prior to any treatment, seeds should be cut from the plant, bagged, and removed from the site to prevent the seeds from entering the weed seed bank.

1.10.5 Fountaingrass

Fountaingrass (*Pennisetum setaceum*) is a perennial grass that reproduces by seed. Small populations can be effectively controlled by digging up the plant removing as much of the root system as possible. Roots of mature plants can be dug out of the ground with a pick, shovel, or mattock. Flowers shall be cut and removed prior to

digging out the plant and the material bagged and removed from the site. Mowing is not an effective control method for fountaingrass.

Herbicide control methods included foliar application. Plants can be treated with fluazifop from postemergence to rapidly growing plants. Foliar application of glyphosate with a 1 to 2% solution is effective from postemergence to rapidly growing plants from mid-summer to fall. The most effective treatment timing for foliar application of glyphosate is during the flowering stage in the summer.

1.10.6 Giant Reed

Giant reed (*Arundo donax*) is a perennial grass that is bamboo-like with hollow cane-like stems that can grow upwards to 25 feet tall. Giant reed does not produce by seed but can readily reproduce from roots, rhizomes, and stem material.

Foliar herbicide spray should consist of spraying giant reed with an 8% solution of Roundup Custom™ (a glyphosate herbicide approved for aquatic use), and the surfactant Liberate® (approved for aquatic use) directly to exposed green foliage. The green foliage should be thoroughly wetted with herbicide with a minimum of 75% of the plant treated. Since the root and rhizomes of giant reed are so substantial sufficient herbicide needs to be translocated to the roots for effective control. Tall stalks shall be carefully bent downward, and herbicide solution applied, being careful to avoid spraying any adjacent native species. Similarly, giant reed in that is in or near standing water should be carefully bent so that the foliage is over land and not water for spraying.

Treatment shall occur when giant reed is actively growing starting early spring and is most effective at the end of summer or beginning of the fall season when it is actively translocating resources to its root system. Herbicide control is least effective during the winter months when temperatures are colder and giant reed is primarily dormant. Control of mature well-established stands of giant reed can take between 3 and 7 years to control where hydrologic conditions favor the regrowth of giant reed.

For large, dense giant reed stands with a lot of standing biomass, it may be necessary to cut the canes prior to herbicide treatments. When cutting is done, all cut cane material should be removed from the Park or mulched in place. Mulched in place canes should be thoroughly shredded to prevent potential resprouting from stem nodes. The initial cutting should be in the late fall/early winter. Follow-up herbicide treatment of giant reed resprouts as described above during the growing season will be necessary. It is recommended the resprouts are a minimum of three feet tall for there to be sufficient foliage to treat.

Giant reed can be removed by cutting the canes and digging up the roots, culms, and rhizomes. As much of the roots and rhizomes need to be removed as possible to prevent resprouting. Hand-removal is most efficient and effective for smaller infestations or in areas previously treated with herbicides and only a few viable giant reed canes remain. All plant material should be collected and properly disposed of off-site.

1.10.7 Milk Thistle and Italian Thistle

Milk thistle (*Silybum marianum*) is an annual or biennial species and typically emerges during the fall after first rains. Italian thistle (*Carduus pycnocephalus*) and slender flowered thistle (*Carduus tenuiflorus*) are annual species and seedlings emerge after the first rains.

Physical control methods include hand pulling seedlings, cutting with hand tools, or mowing. When using hand tools such as grubbing hoes, plants should be cut a minimum of 2 to 4 inches below the ground to prevent resprouting. Mowing is most effective when done after the plants have bolted and are about to flower, as plants will regrow if plants are cut before fully bolted. Plants should be cut or mowed prior to seed production.

The type of herbicide used for control is dependent on their growth stages. In the seedling to bud stage, clopyralid (e.g., Transline®) should be applied at 1.5 to 6 oz a.e. per acre for control of milk thistle and 1.5 to 8 oz a.e. per acre for Italian thistle and slender flowered thistle (DiTomaso et al. 2013). However, it should be noted that the maximum application rate for clopyralid in California is ⅔ pint per acre per annual growing season. Foliage should be thoroughly coated for effective control. The higher rates should be used if the plants are stressed or in areas with high weed density. A foliar application of 2% glyphosate for milk thistle and glyphosate at a rate of 1.5 to 3 lbs a.e. per acre for Italian thistle and slender flowered thistle can be used at any time during the growth stage for effective control.

1.10.8 Pride of Madeira

Pride of Madeira (*Echium candicans*) can be controlled by hand-pulling seedlings and younger plants. Larger mature plants can be controlled by cutting the upper foliage of the plant and digging out the root system. Plant foliage can be cut with a handsaw, loppers, axe, or similar tools and removed to allow for better access to the roots. The root material can be dug out and removed with a shovel, mattock, Pulaski, or similar tool. As much of the root material should be removed as possible for effective control since Pride of Madeira can readily resprout from remaining roots.

Foliar herbicide application of a 1 to 2% solution of glyphosate is most effective from late spring to summer and should be timed before seed production. Stump cut treatments can also be effective using glyphosate. If seed production has occurred prior to any treatment, seeds should be cut from the plant, bagged, and removed from the site to prevent the seeds from entering the weed seed bank.

1.10.9 Purple False Brome

Purple false brome (*Brachypodium distachyon*) is a fast growing annual or perennial grass with a short life cycle that allows for multiple life cycles during a growing season (Bakker et al. 2009). First emergence is typically during the fall after the first rains however, emergence can occur any time following a rain event. Purple false brome produces a dense thatch that inhibits germination of many native species and the first step for control is to eliminate the dense thatch in a restoration area. Initial mowing and

dethatching will allow for natural recruitment of natives; however, other nonnative herbaceous species can invade after clearing.

Treatment methods for the control of purple false brome include mowing, mechanized or line trimming and foliar herbicide application. When mowing, the plants should be cut as close to the ground as possible. Effective herbicide treatments include fluazifop at 4 to 6 oz a.i./acre from post-emergence to prior to the boot stage or 0.56 to 1.1 lb a.i. per acre of glyphosate from post-emergence application to rapidly growing, non-stressed plants (DiTomaso et al. 2013). Given the fast-growing nature of purple false brome and its ability to have multiple life cycles in a growing season, multiple treatments during a growing season are optimal for increased control. Treatments must be implemented prior to seed set to limit seed banking. Typical timing for treatments is to implement the first control event in winter after emergence with follow-up treatment(s) in spring for later germinating populations and resprouts.

Growth and flower production are dependent on annual rainfall and subsequent soil moisture availability. Monitoring growth and development is important particularly during drought years to plan treatment accordingly for effective control. For example, the flowering height of purple false brome in treatment areas was observed at only a height of 1 to 2 inches in response to the 2015 drought conditions. As a result, physical control methods, such as mowing required more time than usual to ensure that the tractor, or skid steer, mounted mower stayed close enough to the ground to cut the flowering parts of the grass. The low flowering height required the use of a flail mower, instead of a rotary mower, mounted to a hydraulically driven skid steer so the grass could be mowed at the soil surface. The additional time and equipment for the physical control of purple false brome control in dry years increases the cost of control. An alternative option for treating low stature plants is broadcast herbicide application of fluazifop or glyphosate.

1.10.10 Mustard Species

Control methods for mustard species such as black mustard (*Brassica nigra*), shortpod mustard (*Hirschfeldia incana*), and London rocket (*Sisymbrium irio*) consist of mowing, hand pulling, and foliar herbicide application. Mowing or hand cutting treatments are most effective for actively growing plants that have flowered but prior to setting seed to limit contributions back to the weed seed bank. Cutting is most effective for the annual mustard species black mustard and London rocket compared to the perennial shortpod mustard; however, follow-up treatments will likely be necessary for all the mustard species since resprouting can occur. Foliar herbicide application of a 2% solution of glyphosate is most effective when plants are younger prior to flowering, particularly for black mustard. When hand pulling, as much of the taproot as possible should be removed (DiTomaso et al. 2013).

Treatment times depend on annual weather, but typical treatment times are in the winter after emergence from rainfall and a follow-up treatment(s) in spring before seed set. Shortpod mustard can germinate and grow at any time of the year conditions are

right and follow-up treatments may be needed in the summer. Several years of control are necessary to eliminate mustard species.

1.10.11 Nonnative Grass Control

Ripgut brome (*Bromus diandrus*) is a nonnative annual grass that typically emerges after the first rains. Growth and development are dependent upon rainfall events, with flower production earlier in the season during drought years along with a decrease in biomass and height of the plants. Nonnative annual grasses are typically the first nonnative species to germinate after rains. Control methods include, hand pulling, cutting, mowing, and herbicide application. Timing for control of nonnative grasses is typically in winter with follow-up treatments in spring for later-germinating individuals.

Smaller infestations can be controlled with hand pulling before seed development. Mowing can reduce seed production when timed right after flowering but before seeds mature. Plants cut earlier than this stage will grow back. When mowing, the material should be cut to about 2 inches to remove the bolting stems (DiTomaso et al. 2013). If mowing is the only option for control, mowing should be repeated every 3 weeks, as needed.

Ripgut brome can be controlled with a 0.375 to 1.1 lbs a.e. per acre of glyphosate at postemergence in early spring to rapidly growing plants that are not stressed. Fluazifop at a rate of 4 to 6 oz a.i. per acre for mature plants and 2 oz a.i. per acre for seedlings can also be used with the most effective treatment time before the boot stage.

1.10.12 Poison Hemlock

Poison hemlock (*Conium maculatum*) is a biennial species that reproduces by seed. For small infestations, hand-pulling is the recommended method for control. When hand-pulling, the entire taproot should be removed to prevent resprouting. Care should be taken when handling poison hemlock as all plant parts are toxic to humans. Gloves should be worn during control activities and hands should be thoroughly washed after working with poison hemlock. This includes handling of dried material since it takes several years for the toxins present to dissipate. Foliar application of a 1 to 1.5% glyphosate solution is most effective from postemergence to rapidly growing plants prior to bolting. Higher rates of glyphosate can be used for control of plants from bud to full bloom stage. If seed production has occurred prior to any treatment, seeds should be cut from the plant, bagged, and removed from the site to prevent the seeds from entering the weed seed bank.

1.10.13 Stinknet

Stinknet (*Oncosiphon pilulifer*) is an annual species that reproduces from seed that can be controlled by physical methods or chemical methods. Hand-pulling removing all the root material is the best method and is recommended for smaller infestations. Larger populations can be controlled with line trimming once plants reach the bud stage. If viable seed has already formed, line trimming is not recommended since the seed can be easily dispersed, unless the seed material can be removed before cutting. Follow-up control will be needed if cutting is the method used. Care should be taken when

handling stinknet as it can cause contact dermatitis for some individuals. Protective gear includes long sleeve shirts, pants, and gloves to prevent skin contact. Chemical control methods include foliar application of glyphosate. Timing of chemical control methods is critical, and plants should be treated in the rosette stage up to bolting stage but before flowering. Once the plants have flowered, chemical control efficacy diminishes (McDonald, 2023).

1.10.14 Sweet Fennel

Sweet fennel (*Foeniculum vulgare*) is a perennial species that typically emerges in mid-winter to early spring. Control methods include slashing, hand pulling, and herbicide application. Slashing is best used just before the flowering stage of fennel plants, but repeated slashing of new growth is likely required to kill the plant. Hand pulling is best for seedlings and younger, smaller plants as the root system needs to be removed for effective control. When cutting or digging out plants a minimum of 3 to 6 inches of the taproot should be removed for effective control. Physical methods for control of sweet fennel are very labor intensive. It is important to note that digging up plants causes soil disturbance that can lead to increased germination of exposed seeds therefore, digging should be limited to less dense populations (DiTomaso et al. 2013).

Foliar herbicide application of a 2 to 5% solution of glyphosate is most effective from post-emergence to prior to flowering stage. Control with glyphosate is less effective after fennel has bolted (DiTomaso et al. 2013). A 0.5 to 1% solution of triclopyr is most effective during the wet season from late February to early March (DiTomaso. et al. 2013) but can be used from post emergence but prior to flowering. The stump cut method can be used for larger mature plants using a 100% solution of glyphosate.

Timing for treatments is dependent on weather with the first treatment typically in late winter with follow-up treatments in spring. Populations should be checked after using any treatment method to check for resprouts and new seedlings.

1.10.15 Target Annual Invasive Control in the Vernal Pool Watershed

Specific target invasive species to be controlled in the vernal pool watershed include five horn bassia (*Bassia hyssopifolia*), curly dock (*Rumex crispus*), Russian thistle (*Salsola australis*), and buffalobur (*Solanum rostratum*). Control shall be by hand-pulling or line-trimming methods. When hand-pulling, as much of the root material shall be removed as possible. For curly dock, a perennial species, as much of the tap root, at least to a depth of 2 inches, shall be removed to prevent resprouting. Mowing should be done before seed production. Multiple mowing events should be planned to treat subsequent resprouts, including for annual species.

1.11 Effectiveness Monitoring and Reporting

In addition to annual invasive plant surveys by a qualified biologist (see Section 1.6) to determine the appropriate method and timing of control events, and sensitive species surveys (see Section 1.5) before work in sensitive habitat areas during the bird breeding

season, control effectiveness monitoring should also be performed. Effectiveness monitoring involves an annual survey of invasive plant control effectiveness, conducted at least one month after the last annual invasive plant treatment. This survey assesses treated invasive plant populations' estimated size and new locations to guide recommendations for the following year.

The Qualified Biologist should confirm treatments are executed during the year and record key information for a running treatment log, including treatment location, species treated, treatment timing, and treatment method. Treatment areas' spatial locations can be tracked using the 2023 vegetation cover map, recording the polygon in which treatment occurred based on the vegetation map geodatabase. Alternatively, GPS locations can be collected at control locations and entered into a geodatabase for archiving treatment locations.

Recording control treatments is essential for invasive plant management, demonstrating treatment effectiveness and facilitating adaptive management when necessary. More detailed information allows for better management practice adjustments as needed. If resources and time for monitoring and reporting are limited, a minimum amount of basic information should be collected to inform decision-making.

All eradicated populations should be monitored for at least three years to ensure no new recruits emerge from the weed seed bank. Continued surveying is necessary for target invasive species that have been eradicated but are present in the surrounding area and have a high probability of reinvading the park, focusing on areas with the highest potential for recurrence.

Comparing year-to-year monitoring results can yield analytical insights, such as:

- Increase or decrease in target invasive cover within mapped populations and parkwide.
- New occurrences or spread of currently targeted invasive species.
- Eradication of a target invasive weed species.

These quantitative results can document the weed management program's success, help secure future funding sources, and guide adaptive management recommendations to improve future invasive weed management efforts.

2 REFERENCES

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DiTomaso, J.M. G.B. Kyser, et al. 2013. Weed Control in natural areas in the Western United States. University of California Weed Research and Information Center, University of California Davis. 544 pp.

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OCTA

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April 7, 2011

Mr. Bart Mejia
Project Manager
City of Costa Mesa
77 Fair Drive, P.O. Box 1200
Costa Mesa, CA 92628

SUBJECT: OCTA'S AGREEMENT NO. C-1-2509

Dear Mr. Mejia:

Enclosed please find one original of the above referenced subject for your records.

Should you have any contractual related questions, please feel free to contact Sarah Strader at (714) 560-5633 or by e-mail at sstrader@octa.net.

Sincerely,

Julie Smith
Office Specialist
Contract Administration and Materials Management

Enclosure(s)

AGREEMENT NO. C-1-2509

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF COSTA MESA

THIS AGREEMENT is effective as of this 18th day of February, 2011, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the state of California (hereinafter referred to as "OCTA"), and City of Costa Mesa, 77 Fair Drive, PO Box 1200, Costa Mesa, CA 92628, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, Voters approved the Measure M (M2) on November 7, 2006 whereby Ordinance No. 3 outlines the M2 Transportation Ordinance and Investment Plan to fund transportation facility and service improvement programs for a period of thirty years commencing on April 1, 2011. M2 provides for the allocation of at least 5 percent of net freeway program revenues (or approximately $243.5 million in 2005 dollars) for mitigation of freeway projects. The intent of the program is to provide for comprehensive, rather than piecemeal, mitigation of the impacts of freeway projects and to do so in a way that results in high-value environmental benefits in exchange for streamlined project approvals and greater certainty in the delivery of the freeway program as a whole. The M2 Environmental Mitigation Program (EMP) will provide approximately $27.5 million for acquisition and restoration projects for the first tranche of funding, available beginning in Fiscal Year 2009/10. With a current allocation goal of 80 percent of funds for acquisition and 20 percent for restoration over the life of the freeway mitigation program, the first tranche of funding will yield approximately $5.5 million towards restoration projects; and

WHEREAS, OCTA will fund the Board of Directors (Board) approved restoration projects to support permitting of freeway projects by the United States Fish and Wildlife Service and the California

Department of Fish and Game (Wildlife Agencies) for habitat and species impacts pursuant to a Natural Community Conservation Plan/Habitat Conservation Plan/ (NCCP /HCP) currently under development; and

WHEREAS, The restoration activities on the Fairview Park property (hereinafter referred to as "PROJECT") of the CITY shall be implemented, maintained and monitored in accordance with the Board approved EMP Restoration Funding Guidelines, reviewed and approved by OCTA and the Wildlife Agencies and in accordance with the NCCP/HCP once it is completed and approved; and

WHEREAS, CITY is the PROJECT sponsor responsible for implementing, maintaining and monitoring restoration activities; and

WHEREAS, CITY has an existing conservation easement covering 20 acres of the first phase of restoration on the PROJECT site and will amend or implement a new conservation easement that is mutually acceptable to OCTA, Wildlife Agencies and CITY, and which maintains the restoration intent of the project in perpetuity for the 23 acres covered by this agreement ; and

WHEREAS, CITY wishes to perform these services; and

WHEREAS, said restoration activities cannot be performed by the regular employees of OCTA; and

WHEREAS, OCTA has determined that CITY's Restoration Plan (Exhibit A) has met the requirements of and is eligible for funding under the EMP Restoration Funding Guidelines; and

WHEREAS, OCTA and CITY agree that EMP funding is subject to CITY fulfilling EMP Restoration Funding Guidelines requirements; and

WHEREAS, OCTA can update the EMP Restoration Funding Guidelines at least biennially whereby the most recent update is incorporated herein by reference; and

WHEREAS, this Agreement defines the specific terms and conditions and funding responsibilities between OCTA and CITY for the EMP.

NOW, THEREFORE, it is mutually understood and agreed by OCTA and CITY as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between OCTA and CITY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. OCTA's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of OCTA's right to such performance by CITY or to future performance of such terms or conditions and CITY obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon OCTA except when specifically confirmed in writing by an authorized representative of OCTA by way of a written Amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF OCTA

OCTA agrees to the following responsibilities for funding of PROJECT:

A. OCTA shall allocate M2 EMP funds as specified in Ordinance No. 3 and pay CITY in accordance to the funding allocation as outlined in Article 7 of this agreement and consistent with requirements of the Restoration Plan.

B. OCTA shall provide guidance and oversight of the M2 EMP funds in compliance with M2 EMP Restoration Funding Guidelines and other funding source(s) requirements.

C. OCTA shall remit to CITY within thirty (30) days of receipt of an acceptable initial payment EMP invoice and within sixty (60) days for an acceptable final payment invoice, reimbursement for restoration work up to the amount as per the September 27, 2010 Board-approved funding allocation for the PROJECT.

D. OCTA, or agents of OCTA may upon close-out of PROJECT under this Agreement, perform an audit and or technical review to ensure that EMP Restoration Funding Guidelines policies and procedures were followed. Such audit shall be performed within one hundred eighty (180) days of

OCTA receiving the final report for PROJECT. If the audit or technical review determines that any of the activities performed are ineligible for EMP funding, CITY shall return M2 EMP funding.

ARTICLE 3. RESPONSIBILITIES OF CITY

CITY agrees to the following responsibilities for PROJECT:

A. CITY or CITY's designee will act as the lead agency for all phases of PROJECT approved for M2 EMP funding.

B. CITY agrees that M2 EMP funding is subject to CITY meeting all of the requirements outlined in the M2 EMP Restoration Funding Guidelines.

C. CITY agrees to submit reporting and documentation in accordance to the requirements outlined in the M2 EMP Restoration Funding Guidelines.

D. CITY agrees to implement and complete PROJECT funded under this Agreement in accordance with the M2 EMP and application submitted to OCTA.

E. CITY agrees to obligate funds in the programmed year in accordance with the EMP Restoration Funding Guidelines.

F. CITY agrees that OCTA reserves the right to amend this agreement to be consistent with the approved NCCP/HCP.

G. CITY shall return all funds within thirty (30) days of OCTA's written order if CITY uses funds for any purpose other than restoration activities that would enable OCTA to obtain the proper assurances from the Wildlife Agencies and CITY shall be deemed ineligible to receive EMP funds for a period of five (5) years.

H. CITY shall produce sign(s) acknowledging receipt of M2 EMP funds and post them at project site.

I. CITY shall obtain an appropriate conservation easement or deed restrictions governing the perpetual use of the restoration area within one year of PROJECT commencement. The conservation easement or deed restrictions will be approved by OCTA and Wildlife Agencies prior to its recording. CITY has an existing conservation easement covering 20 acres of the first phase of

restoration on the PROJECT site and will amend or implement a new conservation easement for the 23 acres covered by this Agreement.

ARTICLE 4. OCTA DESIGNEE

The Chief Executive Officer of OCTA, or designee, shall have the authority to act for and exercise any of the rights of OCTA as set forth in this Agreement.

ARTICLE 5. RESTORATION PLAN

A. CITY shall perform the work necessary to complete in a manner satisfactory to OCTA the services set forth in the CITY-prepared "Restoration Plan," which is attached to and, by this reference, incorporated in and made a part of this Agreement as Exhibit A. CITY shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

Names	Functions
Bart Mejia, Parks Project Manager	Project Manager
Robert Staples, Contract Administrator	Project Administrator

B. No person named in paragraph A of this Article, or his/her successor approved by OCTA, shall be removed or replaced by CITY, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of OCTA. Should the services of any key person become no longer available to CITY, the resume and qualifications of the proposed replacement shall be submitted to OCTA for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CITY is not provided with such notice by the departing employee. OCTA shall respond to CITY within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 6. TERM OF AGREEMENT

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect through the mitigation reporting and documenting period as set forth in the EMP

Restoration Funding Guidelines unless earlier terminated as provided hereunder.

ARTICLE 7. PAYMENT

A. For CITY's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provision set forth in Article 8, OCTA shall pay CITY on a firm fixed price basis in the amount of $2,000,000 in accordance with the following provisions.

B. The following schedule shall establish the firm fixed payment to CITY by OCTA for each work task set forth in the Restoration Plan.

Tasks	Firm Fixed Price
Year 1-2011 Task 1: Publicly Bid Restoration Project, Award Construction Contract Task 2:Complete Water Delivery System and Grading of Ponds Task 3: Install Temporary Irrigation System Task 4: Begin Planting of CSS, Oak Woodland , Native Grassland and Wetlands	$1,500,000
Year 2-2012 Task 1: Complete Planting of CSS, Oak Woodland , Native Grassland and Wetlands Task 2: Begin 1st Year Plant Establishment and Monitoring	$240,000
Year 3-2013 Task 1: Complete 1st Year Plant Establishment and Monitoring	$100,000
Year 4-2014 Task 1: Complete 2nd Year Plant Establishment and Monitoring	$50,000

Year 5-2015 Task 1: Complete 3rd Year Plant Establishment and Monitoring	$20,000
Year 6-2016 Task 1: Complete 4th Year Plant Establishment and Monitoring	$20,000
Year 7-2017 Task 1: Complete 5th Year Plant Establishment and Monitoring Task 2: Submit Final Maintenance and Monitoring Report to Regulatory Agencies for CSS, Wetlands and Native Grasslands	$20,000
Year 8-2018 Task 1: Complete 6th Year Plant Establishment and Monitoring for Oak Woodland	$10,000
Year 9-2019 Task 1: Complete 7th Year Plant Establishment and Monitoring for Oak Woodland	$10,000
Year 10-2020 Task 1: Complete 8th Year Plant Establishment and Monitoring for Oak Woodland	$10,000
Year 11-2021 Task 1: Complete 9th Year Plant Establishment and Monitoring for Oak Woodland	$10,000
Year 12-2022 Task 1: Complete 10th Year Plant Establishment and Monitoring for Oak Woodland Task 2: Submit Final Maintenance and Monitoring Report to Regulatory Agencies for Oak Woodland	$10,000
TOTAL	$2,000,000

C. CITY shall invoice OCTA at a minimum of at least once per quarter for payments corresponding to the work actually completed by CITY. Percentage of work completed shall be documented in a progress report prepared by CITY, which shall accompany each invoice submitted by CITY. CITY shall also furnish such other information as may be requested by OCTA to substantiate the validity of an invoice. At its sole discretion, OCTA may decline to make full payment for any task listed in paragraph B of this Article until such time as CITY has documented to OCTA's satisfaction, that CITY has fully completed all work required under the task. OCTA's payment in full for any task completed shall not constitute OCTA's final acceptance of CITY's work under such task.

D. Each invoice shall be accompanied by a progress report specified in paragraph B of this Article. OCTA shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-1-2509:
2. The time period covered by the invoice;
3. Total invoice (including project-to-date cumulative invoice amount); and retention;
4. Progress Report;
5. Certificate signed by the CITY or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CITY intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice;
6. Any other information as agreed or otherwise requested by OCTA to substantiate the validity of an invoice.

ARTICLE 8. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, OCTA and CITY mutually

agree that OCTA's maximum cumulative payment obligation (including obligation for CITY's profit) shall be Two Million Dollars ($2,000,000.00) which shall include all amounts payable to CITY for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 9. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, retumed receipt requested, postage prepaid and addressed as follows:

To CITY:
City of Costa Mesa
77 Fair Drive, P.O. Box 1200
Costa Mesa, CA 92628

/

ATTENTION: Bart Mejia
Project Manager
Phone: (714)754-5291
Fax: (714)754-5028
Email:*bmejia@ci.costa-mesa.ca.us*

To OCTA:
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

ATTENTION: Sarah Strader
Senior Contract Administrator
Phone: (714) 560 – 5633
Fax: (714) 506 – 5792
Email: *sstrader@octa.net*

ARTICLE 10. INDEPENDENT CONTRACTOR

CITY's relationship to OCTA in the performance of this Agreement is that of an independent CONTRACTOR. CITY's personnel performing services under this Agreement shall at all times be under CITY's exclusive direction and control and shall be employees of CITY and not employees of OCTA. CITY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social

security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11. INSURANCE

A. CITY shall procure and maintain insurance coverage during the entire term of this Agreement. The following coverage shall be full coverage and not subject to self-insurance provision. CITY shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent CITYs', Contractual Liability, and Personal Injury with a minimum limit of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate.

2. Workers' Compensation with limits as required by the State of Califomia including a waiver of subrogation in favor of OCTA, its officers, directors, employees and agents;

3. Employers' Liability with minimum limits of $1,000,000.00; and

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by OCTA prior to commencement of any work. Proof of insurance coverage must be received by OCTA within ten (10) calendar days from the effective date of this Agreement with OCTA, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by OCTA. Furthermore, OCTA reserves the right to request certified copies of all related insurance policies.

C. CITY shall include on the face of the certificate of Insurance the Agreement Number C-1-2509 C-1-2509; and, the Contract Administrator's Name, Sarah Strader, Senior Contract Administrator.

D. CITY shall also include in each subcontract agreement the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CITY as provided in this Agreement.

ARTICLE 12. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of EMP

Restoration Funding Guidelines; (3) CITY's Restoration Plan dated November 3, 2010, and (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 13. CHANGES

By written notice or order, OCTA may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to OCTA by CITY as described in the Restoration Plan. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CITY shall promptly notify OCTA thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CITY from proceeding immediately with the Agreement as changed.

ARTICLE 14. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by OCTA's Director, Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CITY. The decision of the Director, CAMM, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CITY shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CITY shall proceed diligently with the performance of this Agreement and in accordance with the decision of OCTA's Director, CAMM. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions

provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any OCTA official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

ARTICLE 15. TERMINATION

A. OCTA may terminate this Agreement for its convenience any time, in whole or part, by giving CITY written notice thereof. Upon said notice, OCTA shall pay CITY its allowable costs incurred to date of termination and those allowable costs determined by OCTA to be reasonably necessary to effect such termination. Thereafter, CITY shall have no further claims against OCTA under this Agreement.

B. OCTA may terminate this Agreement for CITY's default if a federal or state proceeding for the relief of debtors is undertaken by or against CITY, or if CITY makes an assignment for the benefit of creditors, or for cause if CITY fails to perform in accordance with the Restoration Plan or breaches any terms or violates any provisions of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by OCTA.

ARTICLE 16. INDEMNIFICATION

CITY shall indemnify, defend and hold harmless OCTA, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 17. AUDIT AND INSPECTION OF RECORDS

CITY shall provide OCTA, or other agents of OCTA, such access to CITY's accounting books, records, work data, documents and facilities, as OCTA deems necessary. CITY shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CITY's performance

hereunder and for a period of four (4) years from the date of final payment by OCTA. OCTA's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 16 of this Agreement. CITY shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 18. CONFLICT OF INTEREST

CITY agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the CITY is unable, or potentially unable to render impartial assistance or advice to the OCTA; CITY's objectivity in performing the work identified in the Restoration Plan or might be otherwise impaired; or the CITY has an unfair competitive advantage. CITY is obligated to fully disclose to the OCTA in writing Conflict of Interest issues as soon as they are known to the CITY. All disclosures must be submitted in writing to OCTA pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 19. CODE OF CONDUCT

CITY agrees to comply with the OCTA's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. CITY agrees to include these requirements in all of its subcontracts.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

CITY warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CITY shall take affirmative action to ensure that applicants are employed, and that employees are

treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 22. PROHIBITED INTERESTS

CITY covenants that, for the term of this Agreement, no director, member, officer or employee of OCTA during his/her tenure in office/employment or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of OCTA. Copies may be made for CITY's records but shall not be furnished to others without written authorization from OCTA. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by OCTA. OCTA hereby grants exclusive use of deliverables by CITY for the purpose of publication in peer-reviewed scientific journals and other research publications. CITY shall acknowledge OCTA in all such publications.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CITY in connection with the performance of this Agreement shall not, without prior written approval of OCTA, be used for any purposes other than the performance for this project or publication in scientific and research journals or reports with appropriate acknowledgement in accordance with paragraph A above, nor be disclosed to an entity not connected with the performance of the project. CITY shall comply with OCTA's policies regarding such material. Nothing furnished to CITY, which is otherwise known to CITY or becomes generally known to the related industry shall be deemed confidential. CITY shall not use OCTA's name, photographs of the project, or any other publicity pertaining to the project in any magazine, trade paper, newspaper, seminar or other medium without the express written consent of OCTA, with the exception of scientific

and research reports and journals in accordance with paragraph A above.

C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be released by CITY to any other person or agency except after prior written approval by OCTA, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by OCTA unless otherwise agreed to by CITY and OCTA. CITY may discuss and/or display images of, and general (non-technical and non-confidential) information about the PROJECT on its website(s), after consultation with and approval by OCTA, which shall not be unreasonably withheld.

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by OCTA or CITY against patent or copyright infringement, statutory or otherwise, it is agreed that CITY shall defend at its expense any claim or suit against OCTA on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright and CITY shall pay all costs and damages finally awarded in any such suit or claim, provided that CITY is promptly notified in writing of the suit or claim and given authority, information and assistance at CITY's expense for the defense of same. However, CITY will not indemnify OCTA if the suit or claim results from: (1) OCTA's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CITY when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CITY shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CITY shall not be obligated to indemnify OCTA under any settlement made without CITY's consent or in the event OCTA fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CITY's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CITY, at no expense to OCTA, shall obtain for OCTA the right to use and sell said item, or shall substitute an equivalent item acceptable to OCTA and extend this

patent and copyright indemnity thereto.

ARTICLE 25. RESTORATION ACTIVITIES WITHIN FUNDING LIMITATIONS

A. In order to ensure the accuracy of the PROJECT for the benefit of the EMP and OCTA's budget process, CITY shall accomplish the PROJECT activities required under this Agreement so as to perform the restoration work at a price that does not exceed the estimated cost as set forth by CITY.

B. CITY will promptly advise OCTA if it finds that the PROJECT will exceed or is likely to exceed the funding limitations and it is unable to perform restoration work within these limitations. Upon receipt of such information, OCTA will review CITY's revised estimate of restoration work. OCTA may authorize changes in PROJECT activities upon CITY conferring with OCTA and Wildlife Agencies.

ARTICLE 26. HEALTH AND SAFETY REQUIREMENTS

CITY shall comply with all of the requirements set forth in Exhibit B, LEVEL 1 SAFETY SPECIFICATIONS. As used therein, "CITY" shall mean "Consultant."

ARTICLE 27. FORCE MAJEURE

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-1-2509 to be executed on the date first above written.

CITY OF COSTA MESA

By _____
Gary Monahan
Mayor

APPROVED AS TO FORM:

By _____
Kimberly Barlow
City Attorney

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____
Will Kempton
Chief Executive Officer

APPROVED AS TO FORM:

By _____
Kennard R. Smart, Jr.
General Counsel

APPROVED:

By _____
Kia Mortazavi
Executive Director, Planning

Date 4-1-11

ATTEST:

_____
JULIE FOLCIK, CITY CLERK

CITY OF COSTA MESA
FAIRVIEW PARK WETLANDS AND RIPARIAN HABITAT PROJECT
RESTORATION PLAN

NOVEMBER 3, 2010

LAND OWNERSHIP AND LAND MANAGEMENT

Fairview Park is a 208-acre public park owned and maintained by the City of Costa Mesa. The property was acquired from the County of Orange in 1986 (Attachment A). Improvements and restoration of the park are guided by the Fairview Park Master Plan approved by the Costa Mesa City Council in 1998 (Attachment B).

PROPERTY ANALYSIS RECORD

PAR Budget Table-Fairview Park Wetlands and Riparian Habitat Project

Project Element	Unit Price	Unit of Measure	Quantity	Total $	Ongoing Cost	Ongoing Yrs.
Plans and Specifications-All Phases Completed	$550,000	LS	1	$550,000	0	
Project Management	$200,000	LS	1	$200,000	0	
Planning, Design, & Permitting	$30,000	LS	1	$30,000	0	
Mobilization	$80,000	LS	1	$80,000	0	
Clearing & grubbing	$5,000	ACRE	17	$85,000	0	
Excavation	$20.00	CY	10,000	$200,000		
Pump Station Retrofit					0	
Magnetic flow meter/sensor	$4,000	LS	1	$4,000		
6" gate valves	$7,500	EA	2	$15,000		
6" elbow	$500	EA	1	$500		
6" pipe	$3,000	LS	1	$3,000		
6"X6"X6" tee	$2,000	EA	1	$2,000		
6"X10" reducer	$2,500	EA	1	$2,500		

6" flexible couplings	$3,000	EA	2	$6,000		
Pressure manholes	$5,000	EA	6	$30,000		
Salinity sensor	$10,000	EA	1	$10,000	0	
Water level transducer	$5,000	EA	1	$5,000		
2" PVC	$6.00	LF	3,000	$18,000		
3 #8 Conductors	$1.00	LF	3,000	$3,000		
Hydrolynx computer	$30,000	LS	1	$30,000		
Core 10" diameter hole in pump station wall	$1,000	LS	1	$1,000		
LinkSeal LS-475	$1,000	LS	1	$1,000		
10" HDPE Pipe	$40.00	LF	3,000	$120,000	0	
Manholes	$3,000	EA	5	$15,000		
Wetland pond concrete edge detail					0	
Gunite w/wire mesh for slope protection	$8.50	SQFT	15,000	$127,500		
Concrete berm for wetland soils	$220	CY	160	$35,200		
Concrete detail and weirs	$22,000	EA	7	$154,000		
Wetland Pond Slope Protection	$30	TON	2,800	$84,000	0	
Wetlands Pond Plantings					0	
Organic mulch	$12.00	CY	6,000	$72,000		
Blend & place wetland soils	$2.00	CY	30,000	$60,000		

California bulrush	$6.00	EA	9,600	$57,600		
Southern cattail	$6.00	EA	8,400	$50,400		
Auger holes	$.50	EA	18,000	$9,000		
Planting-labor wetlands & CSS	$2,000	DAY	60	$120,000		
Coastal Sage Scrub, Willow Scrub Plantings					0	
Soil prep/fine grading	$1,500	ACRE	9	$13,500		
Coastal Sage Scrub hydro seeding	$3,825	ACRE	9	$34,425		
Mycorhizal innoculum	$360	ACRE	9	$3,240		
Coastal Sage Scrub plantings-1 gal.	$13	EA	4,704	$61,152		
Trees, 5 gal	$25	EA	773	$19,325		
Alder Woodland					0	
Hydro seeding	$4,000	ACRE	3	$12,000		
Alder woodland Acorns	$1	EA	300	$30		
Plantings-1g	$13	EA	500	$6,500		
Trees-5g.	$30	EA	$1,500	$45,000		
2" forest floor mulch	$5,000	ACRE	3	$15,000		
Landscape boulders	$2,000	EA	40	$80,000		
Native Grassland					0	
43,000 plugs, 250 3 ½" pots	$15,000	ACRE	5	$75,000		

Temporary Irrigation	$100,000	LS	1	$100,000	0	
Plant Establishment & Biologist Monitoring	$120,000	YEAR	1	$120,000		1
2nd Year	$60,000	YEAR	1		$60,000	1
3rd-5th	$30,000	YEAR	3		$90,000	3
Maintenance	$35,000	YEAR	4		$140,000	4
Contingency	$200,000	LS	1	$200,000	0	
TOTAL				**$2,966,142**	**$270,000**	
Funding Source						
OCTA M2				**$2,000,000**		
MiOcean				**$ 350,000**		
City of Costa Mesa				**$ 616,142**	**$270,000**	

RESTORATION STRATEGY

Restoration of Fairview Park utilizing OCTA M2 funding includes the creation of 23 acres of native habitat, including the creation of wetland ponds and a water delivery system, and the installation of an irrigation system to establish the native habitat. The 23-acres of habitat include six acres of wetland pond planting, five acres of native grasslands, and three acres of alder woodland and nine acres of coastal sage scrub. The City of Costa Mesa will maintain the restored wetlands and riparian habitat project site in perpetuity.

GOALS AND OBJECTIVES

Goal: Create native habitat in Fairview Park for riparian birds and animals by increasing native plant diversity within ten feet of constructed wetlands and stream channels.

Objective 1: Remove approximately 17-acres of non-native invasive species on site.

Objective 2: Install a temporary irrigation system to establish the 23-acres of native habitat.

Objective 3: Construct a water delivery system from the adjacent Greenville-Banning channel to charge the wetland ponds and streams to sustain the planted 23-acres of native habitat.

Objective 4: Plant six acres of wetland pond planting, five acres of native grasslands, and three acres of alder woodland and nine acres of coastal sage scrub.

Objective 5: Maintain and monitor the restoration site for 5-10 years to successfully establish the native habitat.

ANNUAL SUCCESS CRITERIA

General Mitigation Success Criteria for Wetland Vegetation

All plantings, Schoenoplectus californicus, California bulrush, Typha domingensis, Southern cattail, shall have a minimum of 80% survival the first year, 95% the second year, and 100% survival thereafter, and/or shall attain 75% cover of native woody species after 3 years and 90% cover of native woody species after 5 years until the end of the monitoring period. Nonnative species shall comprise less than 5% of the cover after 5 years. Invasive species shall comprise 0% of the cover at the end of the 5-year monitoring period. If the survival and cover requirements have not been met, the Operator(s) is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting. Irrigation shall be stopped two years prior to achieving the success criteria.

- In order to determine if the revegetation techniques used have been successful any plant species required that are listed below shall achieve the minimum growth at the end of three and five years. If the minimum growth is not achieved then the Operator(s) shall be responsible for taking the appropriate corrective measures as determined by Wildlife Agency representatives. The Operator(s) shall be responsible for any cost occurred during the revegetation or in subsequent corrective measures.

SPECIES	SIZE AT PLANTING	PLANTING CENTERS	HEIGHT 3 yrs	5 yrs
Arroyo Willow	PB	8 ft	10 ft	15 ft
	1 gallon	8 ft	10 ft	15 ft
Black Willow	PB	8 ft	12 ft	18 ft
	1 gallon	8 ft	12 ft	18 ft
Sandbar Willow	PB	5 ft	4 ft	6 ft
	1 gallon	5 ft	4 ft	6 ft
Red Willow	PB	8 ft	9 ft	15 ft
	1 gallon	8 ft	9 ft	15 ft

- A two ft. maintenance path is planned around the wetland ponds for maintenance and monitoring access. Orange County vector control will be under contract with the City for the control of mosquitoes on the site.

Alder Woodland Success Criteria

All tree plantings shall have a minimum of 80% survival the first year, 95% the second year, and 100% survival thereafter until the end of the monitoring period. All alders, walnuts, and sycamores shall exhibit measurable annual growth in height and trunk girth, and no loss of the primary growth leader. Loss of the primary growth leader shall require the tree be replaced if this occurs in years 1-3. The maintenance and monitoring period shall be extended an additional five years where replacement plantings are required.

- The maintenance and monitoring period shall be 5 years for sycamores. Monitoring for alders and walnuts shall be ten years.

Trees shall be spaced in a manner that achieves the targeted planting density. Surviving trees should be well-distributed spatially across the planting area and any area greater than 400 square feet lacking surviving trees with measurable growth in years 1-3 shall receive replacement supplemental plantings, and the maintenance and monitoring period shall be extended an additional five years where replacement plantings are required.

- Nonnative species shall comprise less than 5% of the herbaceous cover after 5 years (minimum of 10 years for alder tree mitigation). Invasive species shall comprise 0% of the herbaceous cover at the end of the 5-year monitoring period (minimum of 10 years for alder tree mitigation). If the survival and cover requirements have not been met, the Operator(s) is/are responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting (minimum of 10 years for alder tree mitigation). Irrigation shall be stopped two years prior to achieving the success criteria (minimum of five years for alder tree mitigation).

Milestone	Maintenance Action
1 year	If target plant materials experience mortality and do not meet first year success criteria, plants shall be replaced to bring densities up to 100% of the original planting density. Weed cover less than 10%.
2 year	If plants do not meet coverage criteria, additional seeding and planting will be done.
3 year	If plants do not meet coverage criteria, additional seeding and planting will be done.
4 year	If plants do not meet coverage criteria, additional seeding and planting will be done.
5 year	If plants do not meet coverage criteria, additional seeding and planting will be done.

The maintenance action for the alder woodland will have a ten year maintenance and monitoring time period.

Native Grassland Success Criteria

Year One- 15% or greater relative cover by native grass species throughout the site
Less Than 20% relative cover by nonnative grasses and ruderal forbs.
Greater than 35% absolute vegetative cover.

Year Two- 20% or greater relative cover by native grass species throughout the site
Less Than 20% relative cover by nonnative grasses and ruderal forbs.
Greater than 45% absolute vegetative cover.

Year Three- 30% or greater relative cover by native grass species throughout the site
Less Than 20% relative cover by nonnative grasses and ruderal forbs.
Greater than 55% absolute vegetative cover.

Year Four- 40% or greater relative cover by native grass species throughout the site
Less Than 20% relative cover by nonnative grasses and ruderal forbs.
Greater than 60% absolute vegetative cover.

Year Five- 50% or greater relative cover by native grass species throughout the site
Less Than 20% relative cover by nonnative grasses and ruderal forbs.
Greater than 65% absolute vegetative cover.

Milestone	Maintenance Action
1 year	If target plant materials experience mortality and do not meet first year success criteria, plants shall be replaced to bring densities up to 100% of the original planting density. Weed cover less than 20%.
2 year	If plants do not meet coverage criteria, additional seeding and planting will be done. Weed cover less than 20%.
3 year	If plants do not meet coverage criteria, additional seeding and planting will be done. Weed cover less than 20%.
4 year	If plants do not meet coverage criteria, additional seeding and planting will be done. Weed cover less than 20%.
5 year	If plants do not meet coverage criteria, additional seeding and planting will be done. Weed cover less than 20%.

Coastal Sage Scrub Success Criteria

Milestone	Assessment Criteria	Maintenance Action

1 year	All plants (seeds, container plantings, transplantations) to achieve 25% overall shrub cover and 90% survivorship of container stock. Community-defining species to constitute a minimum of 40% of overall shrub cover.	If target plant materials experience mortality and do not meet first year success criteria, plants shall be replaced to bring densities up to 100% of the original planting density. Weed cover less than 10%.
2 year	All plants (seeds, container plantings, transplantations) to achieve 40% overall shrub cover and 90% survivorship. Weed cover less than 10%. Community-defining species to constitute a minimum of 40% of overall shrub cover.	If plants do not meet coverage criteria, additional seeding and planting will be done.
3 year	All plants (seeds, container plantings, transplantations) to achieve 50% overall shrub cover and 90% survivorship. Weed cover less than 10%. Community-defining species to constitute a minimum of 40% of overall shrub cover. Supplemental irrigation is discontinued at the beginning of the 3rd year.	If plants do not meet coverage criteria, additional seeding and planting will be done.
4 year	All plants (seeds, container plantings, transplantations) to achieve 60% overall shrub cover and 90% survivorship. Weed cover less than 10%. Community-defining species to constitute a minimum of 40% of overall shrub cover.	If plants do not meet coverage criteria, additional seeding and planting will be done.
5 year	All plants (seeds, container plantings, transplantations) to achieve 70% overall shrub cover and 90% survivorship. Weed cover less than 10%. Community-defining species to constitute a minimum of 40% of overall shrub cover. This marks the final success criteria for the Mitigation and Monitoring Plan.	If plants do not meet coverage criteria, additional seeding and planting will be done.

SITE ASSESSMENT

The existing restoration site is the lower northern 51 acres of Fairview Park. 11-acres of the site is a Coastal Sage Scrub restoration area that is in its fifth year of maintenance and monitoring. This project was funded by Headlands LLC as mitigation for the Headlands Dana Point project.

Restoration of Phase I of the Wetlands and Riparian Habitat Project was completed in September 2009 and the first year of maintenance and monitoring was completed in September 2010. Seventeen acres of riparian habitat was planted as well as the grading of two wetland ponds and streams, and the installation of an irrigation system.

Invasive species on site have been eradicated with the exception of the area being restored for this 23-acre project.

Sensitive species onsite include:

Centromadia parryi ssp australis, southern tarplant, It is included in the CNPS Inventory of Rare and Endangered Plants on list 1B.1 (*rare, threatened, or endangered in CA and elsewhere*). http://cnps.site.aplus.net/cgi-bin/inv/inventory.cgi/Show?_id=centromadia_parryi_ssp._australis

Ardea alba, great egret-CDFG Special animals list, http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf

Ardea Herodias, great blue heron-CDFG Special animals list, http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf

Accipiter cooperii, cooper's hawk- CDFG Special animals list, http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf

Elanus leucurus, white-tailed kite- CDFG Special animals list, http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf

Polioptila californica californica,coastal California gnatcatcher- CDFG Special animals list, http://dfg.ca.gov/biogeodata/cnddb/pdfs/SPAnimals.pdf

PLANTING PLAN

Species to be planted (See attachment C for individual habitats):

Platanus Racemosa	California Sycamore
	Alder
Sambucus Mexicana	Mexican Elderberry
Schoenoplectus californicus	California bulrush
Typha domingensis	Southern cattail
Encelia californica	Bush Sunflower
Eriogonum fasciculatum ssp. fasciculatum	California Buckwheat
Isocoma menziesii var. venestus	Coastal Goldenbush
Isomeris arborea var. arborea	Bladderpod
Opuntia littoralis	Coastal Prickly Pear
Opuntia prolifera	Coastal Cholla
Abronia cillosa var. aurita	Chaparral Sand-verbena
Baccharis pilularis	Coyote Bush
Baccharis salicifolia	Mule Fat
Rosa californica	California Wild Rose
Rubus ursinus	California Blackberry
Salix exigua	Narrow-leaved Willow
Salix lasiolepis	Arroyo Willow
Nasella lepida	Foothill Needlegrass
Nasella pulchra	Purple Needlegrass
Sisyrinchium bellum	California Blue-eyed Grass
Baccharis pilularis	Coyote Bush
Abronia cillosa var. aurita	Chaparral Sand-verbena
Heteromeles arbutifolia	Toyon

Malosma laurina	Laurel sumac
Mirabilis californica	California wishbone bush
Rhus integrifolia	Lemonade berry
Ribes speciosum	Fuchsia flowered gooseberry

SPECIES PROTECTION

Federally or state-listed species

The restoration site(s) (or suitable habitat within the restoration site[s]) shall be surveyed for listed species prior to the onset of restoration activities to ensure that no direct or indirect impacts will occur from project implementation. Surveys shall be conducted by a qualified biologist using agency-approved, species-specific survey protocols. If listed species are detected, the Project Sponsor(s) shall adhere to conditions in sections 2.8.2 and 2.8.3, of the Measure M2 Environmental Mitigation Program Restoration Funding Guidelines, as appropriate, including the preparation of a Species Protection Plan.

If restoration activities occur subsequent to site preparation (e.g., remedial grading in year 2 or 3), a qualified biologist shall re-survey for listed species using agency approved, species-specific survey protocols. If listed species are detected, the Project Sponsor(s) shall adhere to conditions in sections 2.8.2 and 2.8.3 of the Measure M2 Environmental Mitigation Program Restoration Funding Guidelines as appropriate, including the preparation of a Species Protection Plan.

Breeding/nesting birds

If vegetation removal or other activities that may result in the destruction of nests and death or injury of nestlings and fledglings during the bird breeding season (March 15th to September 15th in riparian habitat and February 15th through August 31st in upland habitat), breeding bird surveys will be conducted. These surveys will consist of at least three surveys conducted the week prior to conducting activities, with the last survey occurring within 2 days prior to commencement of work activities. If no breeding/nesting birds are observed and concurrence has been received from OCTA, work activities may begin. If breeding/nesting birds are observed, the measures described in 2.9.3 of the Measure M2 Environmental Mitigation Program Restoration Funding Guidelines will be implemented.

Southwestern pond turtle

Suitable habitat within the restoration site(s) (i.e., drainages that contain standing water and adjacent uplands) shall be surveyed for southwestern pond turtle (*Actinemys marmorata)* prior to the onset of restoration activities to ensure that no direct or indirect impacts will occur from project implementation. Presence/absence surveys shall be conducted by a qualified turtle biologist. The biologist shall survey both aquatic habitat and potential breeding areas or existing nests in adjacent uplands.

Bats

If the restoration project includes any work at a bridge site, a qualified bat biologist shall survey the bridge structure for bats prior to the onset of restoration activities. The biologist shall conduct a minimum of 3 surveys, 7 days apart; unless a positive presence is determined, the surveys can be ended.

Restoration Restrictions

-If threatened or endangered bird species are present in or adjacent to the restoration area, no work shall occur during the breeding season (March 15th through September 15th in riparian habitat and February 15th to August 31st in upland habitat) to avoid direct or indirect (e.g., noise) impacts to listed species *except* as authorized by state and/or federal threatened/endangered species permits/authorizations which may be required prior to commencing restoration activities.

-If breeding activities and/or active bird nests of unlisted bird species are located and concurrence has been received from OCTA, the breeding habitat/nest site shall be fenced or otherwise marked a minimum of 50 feet (250 feet for raptors) in all directions, and this area shall not be disturbed until the nest becomes inactive, or the young have fledged, are no longer being fed by the parents, have left the area, or will no longer be impacted by the project.

-Where restoration activities may disturb nesting swallows on bridges, the Project Sponsor(s) shall avoid work March 15th through September 15th. If such a condition cannot be met, then prior to March 1st of each year, the Project Sponsor(s) shall remove all existing nests which would be impacted by the project. The Project Sponsor(s) shall continue to discourage new nest building in places where they would be disturbed using methods approved by OCTA. Nest removal and hazing must be repeated at least weekly until restoration activities begin or until a swallow exclusion device is installed. The exclusion device must provide a space of four to six inches for the passage of snakes at the bottom edge. Nests must be discouraged throughout the restoration implementation phase. At no time shall occupied nests be destroyed as a result of project implementation.

-If southwestern pond turtles are present in or adjacent to the restoration area, impacts to turtle habitat in wetlands or uplands from project implementation shall take place outside the breeding period (April-August).

-If bats are present in or adjacent to the restoration area, OCTA shall be notified and provisions for their protection/conservation will be discussed. If loss of significant bat roosting habitat occurs due to the implementation of the project, the Project Sponsor(s) shall institute protection measures including the installation of roosting structures below the deck at OCTA approved locations.

-If work is performed within any stream channel during the winter storm period, the Project Sponsor(s) shall monitor the five day weather forecast. Where the forecast indicates precipitation, the Project Sponsor(s) shall secure the site to prevent materials from entering the stream or washing downstream. The site shall be completely secured one day prior to precipitation, unless prior written approval has been provided by OCTA. During precipitation events, restoration activities are prohibited *except* for those activities necessary to secure the site. No work shall occur in areas containing flowing water until the flows have receded and the soil moisture content has stabilized.

SITE PREPARATION AND INSTALLATION

The "weed farming" method of removal will be utilized for the restoration site. Reclaimed irrigation will be utilized during the weed removal and plant establishment period. Weed farming includes a cycle of irrigation, weed germination, and weed removal that may be repeated up to 12 times or more as a means of reducing the weed seed bank. Mechanical clearing, mowing, and non-residual herbicides (e.g., Rodeo and/or Roundup) may be used to remove weed and exotic species, will be used in combination with weed farming. The weed farming process is described below: The site will be cleared of weeds by mechanical mowing. Cut vegetation (including stems and flowering heads) will be removed from the site and disposed of at an appropriate offsite facility. In the absence of natural rainfall, the restoration area will be irrigated two times per week for a two week period using a temporary irrigation system. Soils shall be saturated to a depth of at least 3 inches during each irrigation cycle.

Germinated weeds will be mowed and/or treated with an appropriate postemergent herbicide at the end of the first two week irrigation cycle. Dead vegetation will be removed from the site and disposed of at an appropriate offsite location.

The cycle of irrigation and weed removal, as described above, will be repeated at least 3 times, including the initial cycle. The cycle will be repeated during different seasons to ensure the removal of both annuals and perennials.

RESTORATION MAINTENANCE PROGRAM

The contractor responsible for the planting of the restoration site will be responsible for the first year of maintenance and monitoring. City staff and a landscape contractor will be responsible for the remaining 4-9 years of maintenance and monitoring period.

During the first year of maintenance, the contractor will perform weed control, litter control, erosion control, and irrigation checks on a weekly basis. An irrigation system is currently operating on site establishing the 17-acres of riparian habitat that is in its second year of monitoring. The new irrigation system for this project will tie into the existing system with the addition of one more automatic controller (See Attachment C). The system uses reclaimed water.

RESTORATION MONITORING PROGRAM

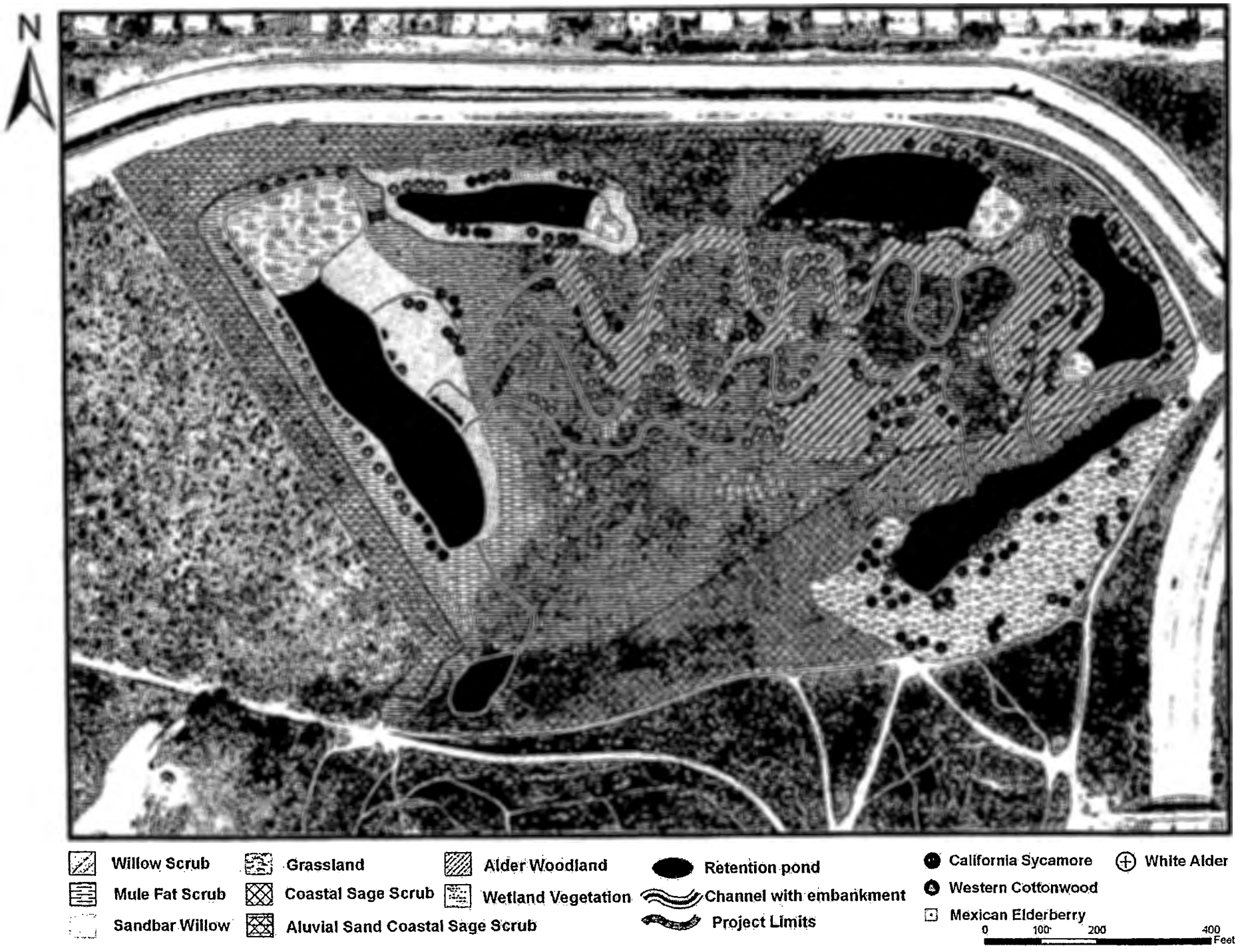
A five year maintenance and monitoring plan has been developed for the native habitat plantings except for the alder woodland which is for a ten year period. Monitoring will assess the attainment of annual and final success criteria and identify the need to implement contingency measures in the event of failure. Monitoring methods include field sampling techniques that are based upon the California Native Plant Society field sampling protocol. The City has also installed three monitoring wells to gauge the groundwater replenishment.

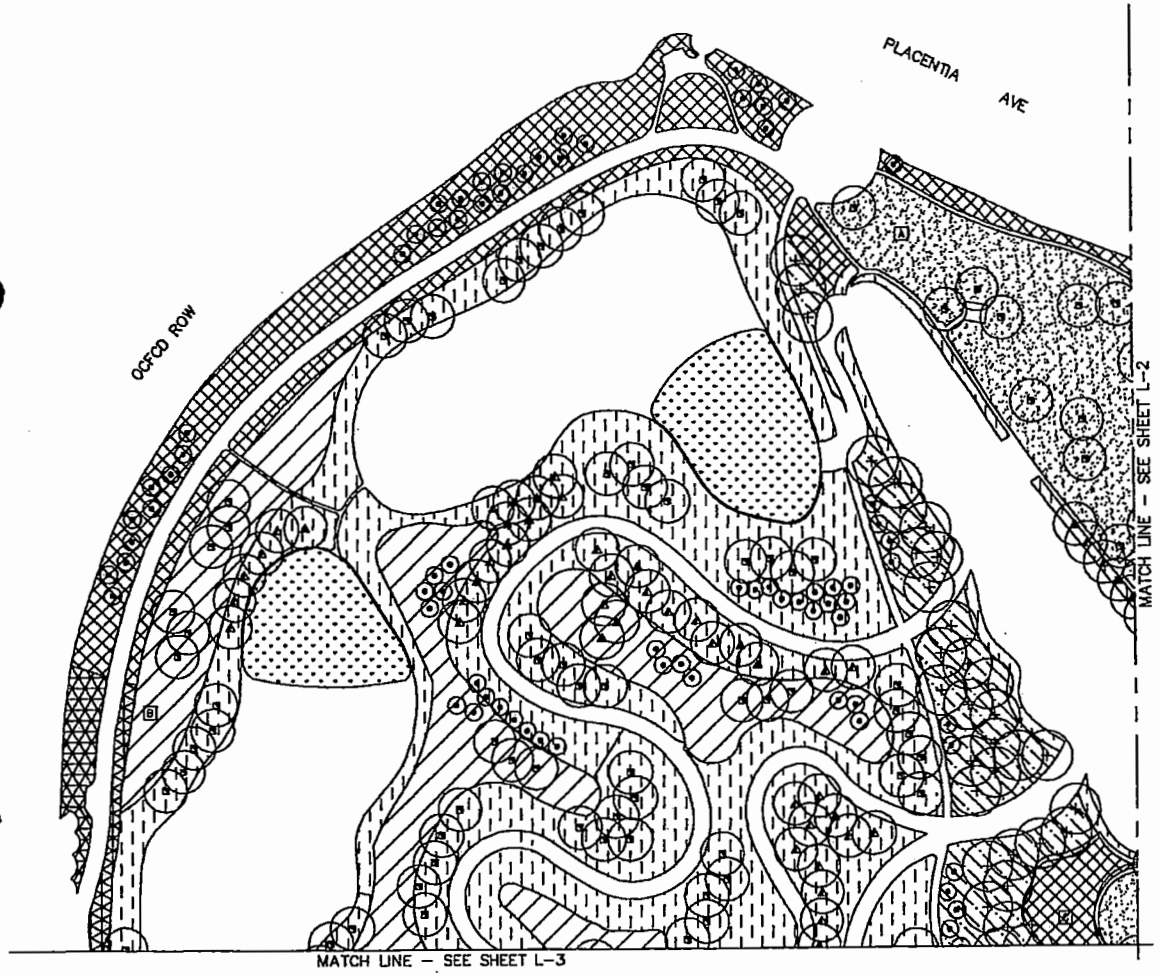
Monitoring will assess the attainment of annual and final success criteria and identify the need to implement contingency measures in the event of failure. For the first year after planting monitoring will occur on a monthly basis and reports will be generated and submitted to OCTA. An annual report will also be submitted to OCTA and the wildlife agencies.

During years 2-5 of the restoration monitoring reports will be generated on a quarterly basis. A photo journal of the project will be submitted by the City's contracted biologist. Monitoring methods include field sampling techniques that are based upon the California Native Plant Society field sampling protocol. Please refer to *A Manual of California Vegetation* for further details on this sampling method.

Transect Methods

Quantitative sampling within the restoration site will be performed using 25-meter line-intercept transects that were placed randomly throughout the site. Placement of transects will be determined using random numbers tables to provide two coordinates, one that indicates the distance along a longitudinal centerline bisecting the site and one that determines the distance from the line. Vegetative cover will be estimated by species present at 0.5-meter intervals and recorded on a data sheet. Sampling will be conducted with sufficient replication to detect a 10% difference in absolute ground cover between the mean of the restoration and the annual success criteria with 90% power at an alpha level of 0.10.


N
Willow Scrub
Mule Fat Scrub
Sandbar Willow
Grassland
Coastal Sage Scrub
Aluvial Sand Coastal Sage Scrub
Alder Woodland
Wetland Vegetation
Retention pond
Channel with embankment
Project Limits
California Sycamore
Western Cottonwood
Mexican Elderberry
White Alder
0
100
200
400
Feet



PLANTING LEGEND:

TREES:

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
⊕	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	5 GALLON	255
+	ALNUS RHOMBIFOLIA	WHITE ALDER	5 GALLON	41
△	POPULUS FREMONTII	WESTERN COTTONWOOD	5 GALLON	161
⊙	SAMBUCUS MEXICANA	MEXICAN ELDERBERRY	5 GALLON	316

SHRUBS & GROUNDCOVERS:

SYMBOL	DESCRIPTION
	WETLAND VEGETATION SEE SHEET L-7 FOR PALETTE AND NOTES
	COASTAL SAGE SCRUB PLANTING SEE SHEET L-7 FOR PALETTE AND NOTES
	ALLUVIAL SAND COASTAL SAGE SCRUB SEE SHEET L-8 FOR PALETTE AND NOTES
	ALDER WOODLAND SEE SHEET L-8 FOR PALETTE AND NOTES
	NATIVE GRASSLAND SEE SHEET L-9 FOR PALETTE AND NOTES
	MULEFAT SEE SHEET L-9 FOR PALETTE AND NOTES
	SANDBAR WILLOW SCRUB SEE SHEET L-10 FOR PALETTE AND NOTES
	WILLOW SEE SHEET L-10 FOR PALETTE AND NOTES

SOILS TEST LOCATIONS:

- [A] – 12" – 36" DEPTH
- [B] – 12" – 36" DEPTH
- [C] – 12" – 36" DEPTH
- [D] – 12" – 36" DEPTH
- [E] – 12" – 36" DEPTH
- [F] – 12" – 36" DEPTH
- [G] – 12" – 36" DEPTH
- [H] – 12" – 36" DEPTH

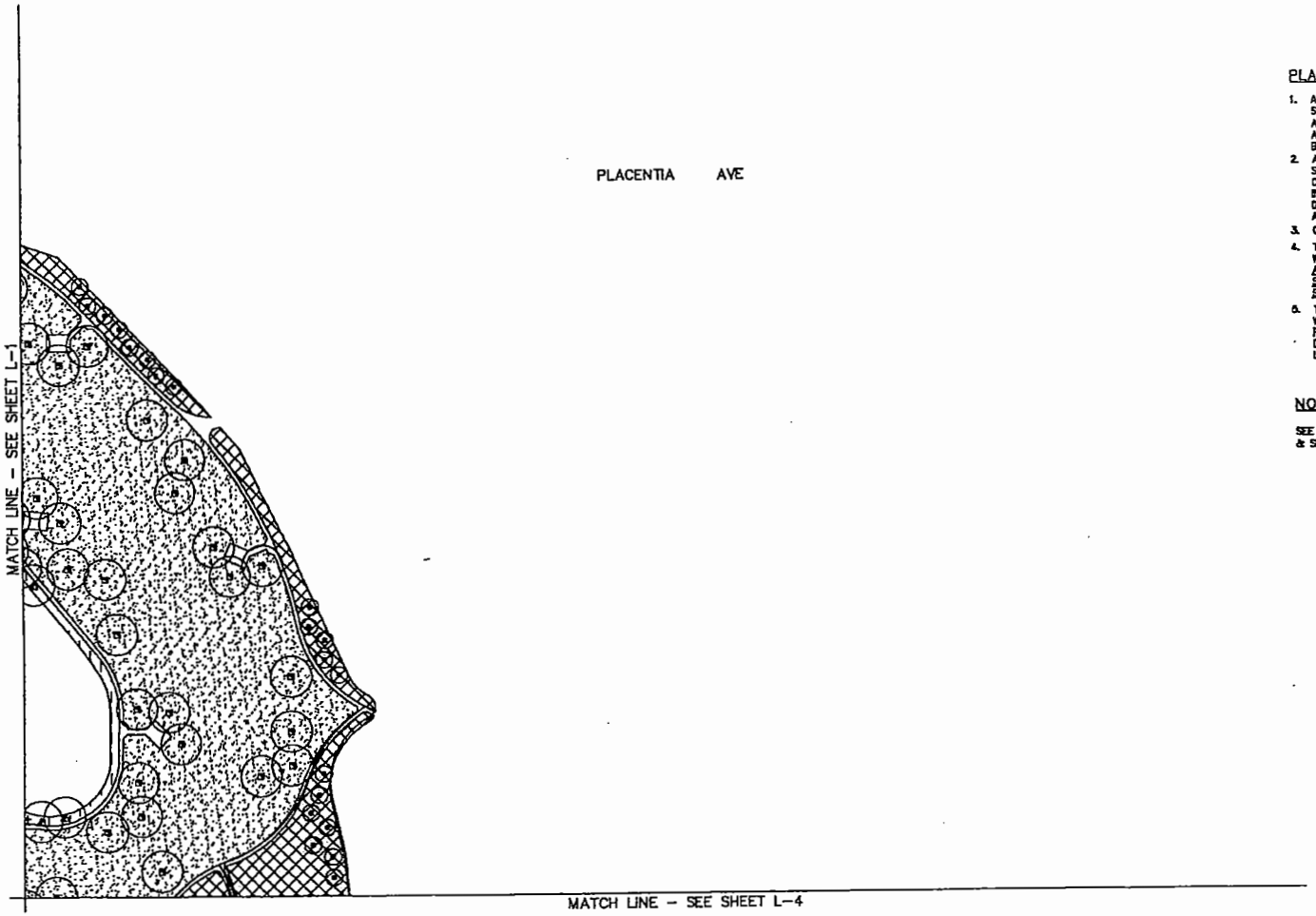


KEY MAP
1"=1000'

NOTE:

SEE SHEET L-2 FOR PLANTING NOTES & SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.

LANDSCAPE PLAN L-1



PLANTING NOTES:

1. AT THE CONCLUSION OF ROUGH GRADING, AN AGRONOMIC SOILS REPORT SHALL BE PREPARED BY AN ACCREDITED SOILS TESTING LABORATORY APPROVED BY THE OWNER AND FURNISHED TO THE CONTRACTOR. ALL RECOMMENDATIONS FROM SUCH REPORT SHALL BE INCORPORATED BY THE CONTRACTOR INTO INSTALLATION OF ALL PLANTING AREAS.
2. ALL TREE & SHRUB MATERIAL SPECIFIED MUST MEET STANDARD INDUSTRY SPECIFICATIONS FOR THE CONTAINER SIZE INDICATED. IF CONTRACTOR CANNOT LOCATE MATERIAL OF ACCEPTABLE SIZE AT THE TIME OF INSTALLATION, CONTACT LANDSCAPE ARCHITECT FOR SPECIES SUBSTITUTION; DOWN-SIZING OR SUBSTITUTION OF PLANT MATERIAL WITHOUT PRIOR APPROVAL OF LANDSCAPE ARCHITECT WILL NOT BE ALLOWED.
3. CONCEAL ALL IRRIGATION VALVES IN SHRUB AREAS.
4. TREES SHALL NOT BE PLANTED CLOSER THAN FOUR (4) FEET FROM ANY WALKWAY OR PUBLIC SIDEWALK, UNLESS SHOWN OR NOTED ON PLAN. ALL TREES PLANTED WITHIN (5) FIVE FEET OF WALKS OR PUBLIC UTILITIES SHALL RECEIVE DEEP ROOT BARRIERS, 24" DEEP PANEL – 10' LONG (5' EACH SIDE OF TRUNK).
5. TREE LOCATIONS SHOWN ON PLAN MAY REQUIRE ADJUSTMENT IN THE FIELD. WHENEVER FEASIBLE, TREES SHOULD BE PLANTED A MINIMUM OF TEN (10) FEET FROM ALL UNDERGROUND UTILITIES AND OUT OF DRAINAGE FLOW LINES. SHOULD THIS NOT BE POSSIBLE, CONTACT THE LANDSCAPE ARCHITECT FOR DECISION ON PLACEMENT.

NOTE:

SEE SHEET L-1 FOR PLANTING LEGEND
& SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.



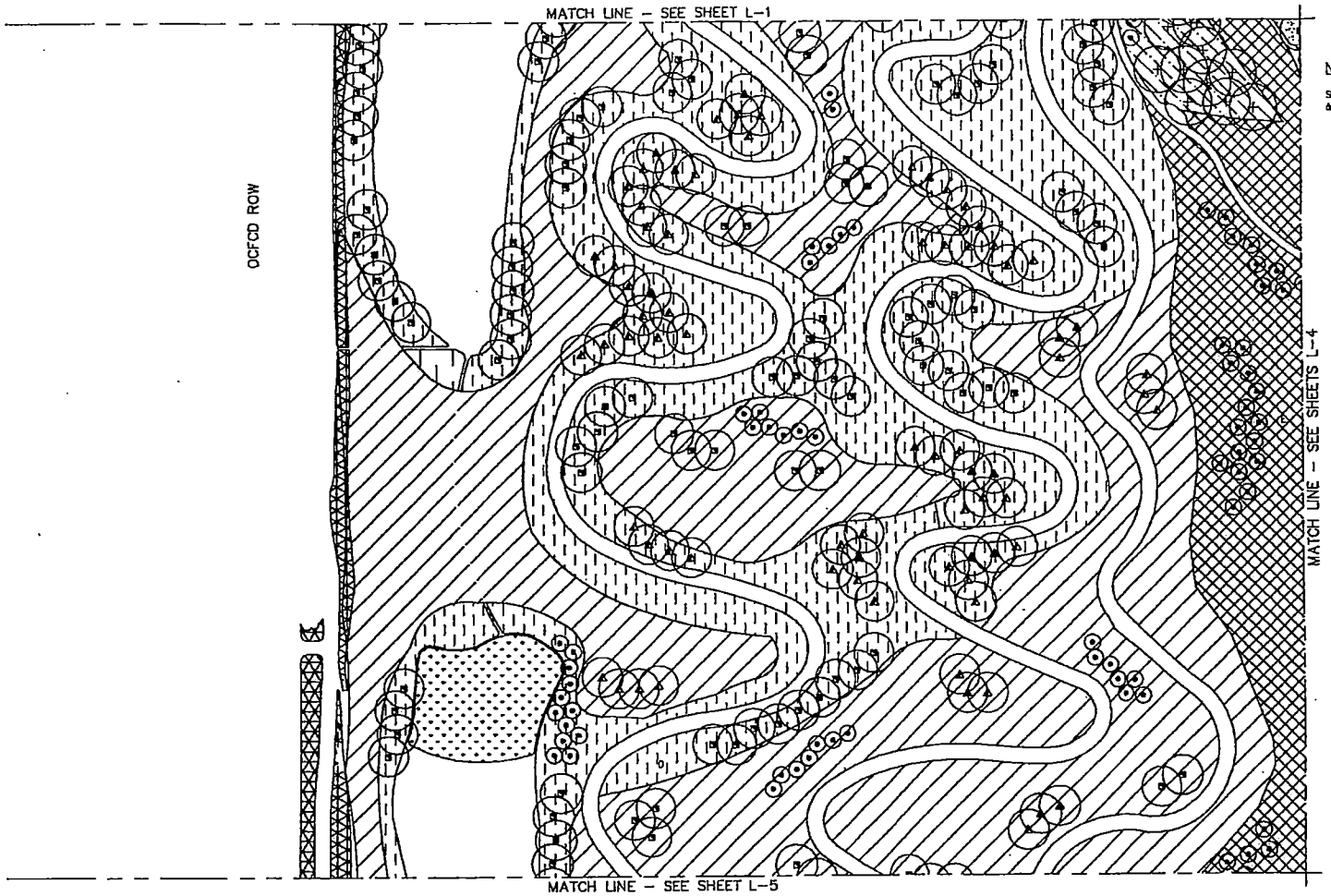
KEY MAP
1"=1000'

SCALE: 1"=40'

EQ/MT EQ CO

LANDSCAPE PLAN L-2

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NOTE:

SEE SHEETS L-1 & L-2 FOR PLANTING LEGEND & NOTES & SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.



KEY MAP
1"=1000'

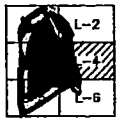
EQ/MT EQ CO

LANDSCAPE PLAN L-3

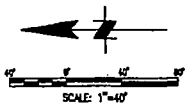


NOTE:

SEE SHEETS L-1 & L-2 FOR PLANTING LEGEND & NOTES
& SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.



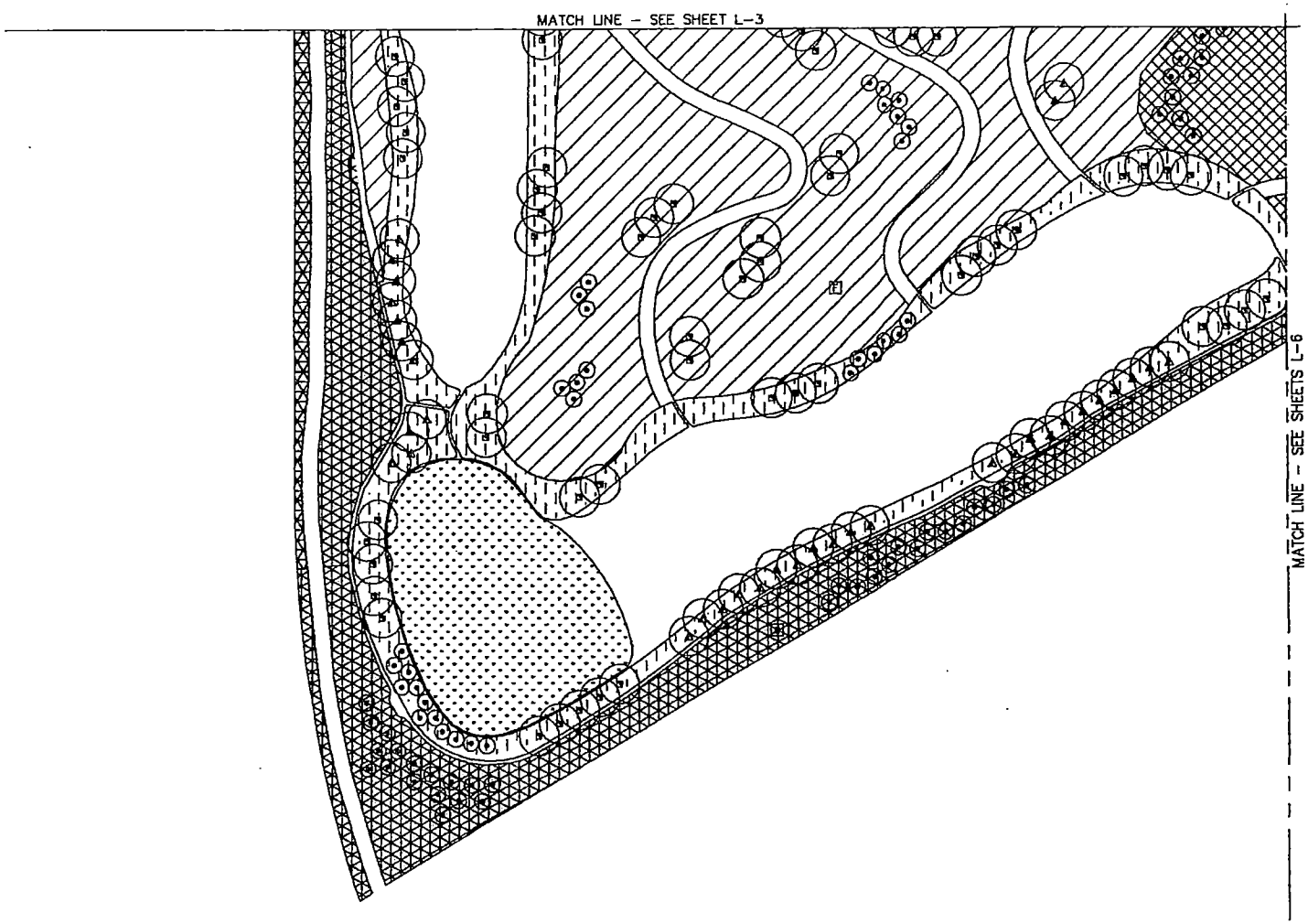
KEY MAP
1"=1000'



EG/MT EG GD

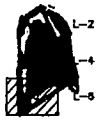
LANDSCAPE PLAN L–4

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NOTE:

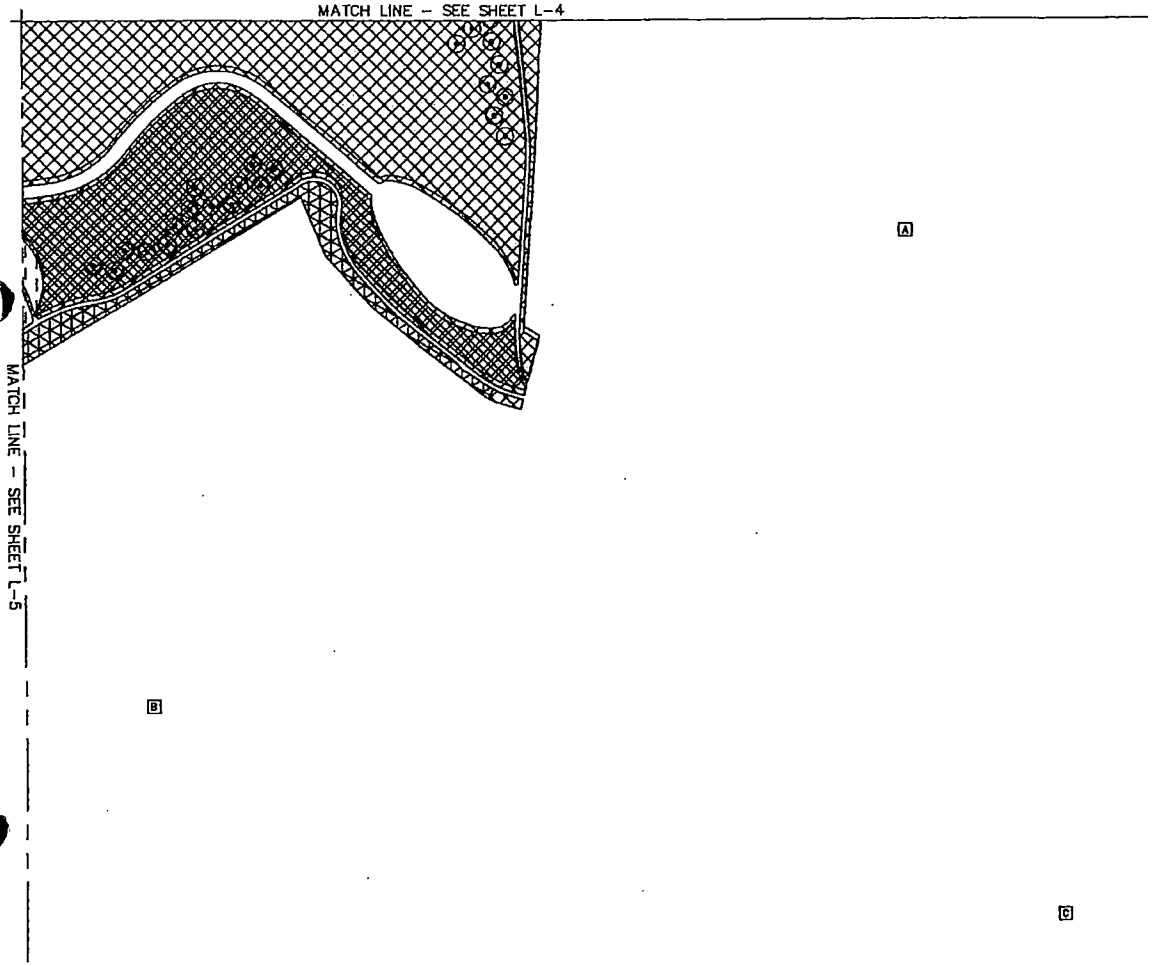
SEE SHEETS L-1 & L-2 FOR PLANTING LEGEND & NOTES & SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.



KEY MAP
1"=1000'

EQ/MT EQ EQ

LANDSCAPE PLAN L-5



PLANTING LEGEND:

TREES:

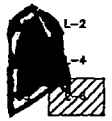
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
⊕	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	5 GALLON	255
+	ALNUS RHOMBIFOLIA	WHITE ALDER	5 GALLON	41
△	POPULUS FREMONTII	WESTERN COTTONWOOD	5 GALLON	181
⊙	SAMBUCUS MEXICANA	MEXICAN ELDERBERRY	5 GALLON	316

SHRUBS & GROUNDCOVERS:

SYMBOL	DESCRIPTION
	WETLAND VEGETATION SEE SHEET L-7 FOR PALETTE AND NOTES
	COASTAL SAGE SCRUB PLANTING SEE SHEET L-7 FOR PALETTE AND NOTES
	ALLUVIAL SAND COASTAL SAGE SCRUB SEE SHEET L-8 FOR PALETTE AND NOTES
	ALDER WOODLAND SEE SHEET L-8 FOR PALETTE AND NOTES
	NATIVE GRASSLAND SEE SHEET L-9 FOR PALETTE AND NOTES
	MULEFAT SEE SHEET L-9 FOR PALETTE AND NOTES
	SANDBAR WILLOW SCRUB SEE SHEET L-10 FOR PALETTE AND NOTES
	WILLOW SEE SHEET L-10 FOR PALETTE AND NOTES

SOILS TEST LOCATIONS:

- [A] – 12" – 36" DEPTH
- [B] – 12" – 36" DEPTH
- [C] – 12" – 36" DEPTH
- [D] – 12" – 36" DEPTH
- [E] – 12" – 36" DEPTH
- [F] – 12" – 36" DEPTH
- [G] – 12" – 36" DEPTH
- [H] – 12" – 36" DEPTH



KEY MAP
1"=1000'

NOTE:

SEE SHEET L-2 FOR PLANTING NOTES & SHEETS L-7 THRU L-10 FOR PLANTING PALETTES.

LANDSCAPE PLAN L-6

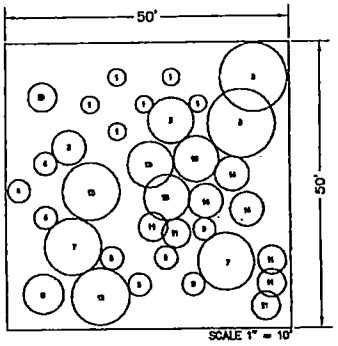
COASTAL SAGE SCRUB PLANT PALETTE:

TOTAL AREA - 367,234 S.F.

1 GALLON CONTAINERS AS SHOWN IN TYPICAL LAYOUT BELOW:

	BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
1	ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH		6	882
2	BACCHARIS PILULARIS	COYOTE BUSH		1	147
3	ENCELIA CALIFORNICA	BUSH SUNFLOWER		4	588
4	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT		3	441
5	HETEROMELES ARBUTIFOLIA	TOYON		1	147
6	ISOMERIS ARBOREA	BLADDERPOD		1	147
7	MALACOTHAMNUS FASCICULATUS	BUSH MALLOW		1	147
8	MALOSMA LAURINA	LAUREL SUMAC		2	294
9	MIRABILIS CALIFORNICA	CALIFORNIA WISHBONE BUSH		1	147
10	OPUNTIA LITTORALIS	COASTAL PRICKLY PEAR		1	441
11	OPUNTIA PROLIFERA	COASTAL CHOLLA		1	441
12	RHUS INTEGRIFOLIA	LEMONADE BERRY		1	147
13	RIBES SPECIOSUM	FUCHSIA-FLOWERED GOOSEBERRY		1	147
14	SALVIA MELLIFERA	BLACK SAGE		4	588

TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS:



NOTES:

THIS TYPICAL LAYOUT (2,500 S.F.) WILL BE REPEATED THROUGHOUT THE AREA SHOWN.

THE CONFIGURATION OF THE TYPICAL PLANT LAYOUTS WILL BE ADJUSTED IN THE FIELD ACCORDING TO THE SIZE AND CONFIGURATION OF THE PLANTING AREA.

THE SIZE OF THE SPECIES IS BASED ON MATURE PLANT SPREAD.

THE COASTAL SAGE SCRUB SEED MIX WILL BE APPLIED TO THE PLANTING AREA AT A RATE OF 100% COVERAGE.

REFER TO PLANTING SPECIFICATIONS FOR METHOD OF APPLICATION.

WETLAND VEGETATION:

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LBS. PER ACRE
SCIRPUS CALIFORNICUS	CALIFORNIA BULRUSH	90	80	2
TYPHA LATIFOLIA	BROADLEAF CATTAIL	80	50	1
TYPHA DOMINGENSIS	SOUTHERN CATTAIL	70	50	1
PLUCHEA ODORATA	MARSH FLEABANE	20	60	.40
ANEMOPSIS CALIFORNICA	YERBA MANSA	50	70	.30

COASTAL SAGE SCRUB SEED MIX:

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LBS. PER ACRE
ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH	15	60	1.5
BROMUS CARINATUS	SMALL FLOWERED CALIFORNIA BROME	95	80	.50
CALOCHORTUS SPLENDENS	SPLENDID MARIPOSA LILY	90	80	.10
DICHELOSTEMMA CAPITATUM SPP. CAPITATUM	BLUE DICKS	90	80	.20
ENCELIA CALIFORNICA	CALIFORNIA ENCELIA	40	60	1.5
ERICAMERIA PINIFOLIA	PINE GOLDENBUSH	10	10	.15
ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	50	20	.80
EROPHYLLUM CONFERTIFLORUM	GOLDEN YARROW	30	70	.25
ESCHSCHOLZIA CALIFORNICA	CALIFORNICA POPPY	98	80	.20
GNAPHALIUM CALIFORNICUM	CALIFORNIA EVERLASTING	5	40	.30
....		20	80	.02
ISOCOMA MENZIESII	COASTAL GOLDENBUSH	40	30	.25
ISOMERIS ARBOREA	BLADDERPOD	90	60	.50
LASTHENIA CALIFORNICA	COASTAL GOLDFIELDS	70	50	1
LEYMUS CONDENSATUS	GIANT WILD RYE	80	80	.50
LOTUS SCOPARIUS	COASTAL DEERWEED	95	80	.40
LUPINUS BICOLOR	MINIATURE LUPINE	98	85	2.5
LUPINUS SUCCULENTUS	ARROYO LUPINE	88	85	.40
MALACOTHAMNUS FASCICULATUS	CHAPARRAL BUSH MALLOW	15	60	.03
MIMULUS AURANTIACUS	BUSH MONKEYFLOWER	2	80	.80
MIRABILIS CALIFORNICA	CALIFORNIA WISHBONE BUSH	90	50	.20
NASSELLA LEPIDA	FOOTHILL NEEDLEGRASS	80	80	2
NASSELLA PULCHRA	PURPLE NEEDLEGRASS	80	80	7
PLANTAGO ERECTA	CALIFORNIA PLANTAIN	90	80	1.5
PLANTAGO OVATA	WOOLLY PLANTAIN	98	75	1
SALVIA MELLIFERA	BLACK SAGE	70	50	.50
SISYRINCHIUM BELLUM	BLUE EYED GRASS	85	75	.10

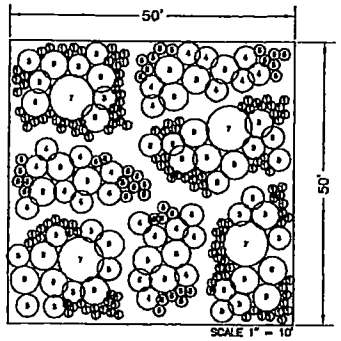
ALLUVIAL SAND COASTAL SAGE SCRUB PLANT PALETTE:

TOTAL AREA = 29,500 S.F.

1 GALLON CONTAINERS AS SHOWN IN TYPICAL LAYOUT BELOW:

	BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
①	ABRONIA VILLOSA VAR. AURITA	CHAPARRAL SAND – VERBENA		115	1,380
②	ENCELIA CALIFORNICA	BUSH SUNFLOWER		24	288
④	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT		24	288
⑤	ISOCOMA MENZIESII VAR. VENESTUS	COASTAL GOLDENBUSH		36	432
⑥	ISOMERIS ARBOREA	BLADDERPOD		18	216
⑦	OPUNTIA LITTORALIS	COASTAL PRICKLY PEAR		4	48
⑧	OPUNTIA PROLIFERA	COASTAL CHOLLA		10	120

TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS:



NOTES:

THIS TYPICAL LAYOUT (2,500 S.F.) WILL BE REPEATED THROUGHOUT THE AREA SHOWN.

THE CONFIGURATION OF THE TYPICAL PLANT LAYOUTS WILL BE ADJUSTED IN THE FIELD ACCORDING TO THE SIZE AND CONFIGURATION OF THE PLANTING AREA.

THE SIZE OF THE SPECIES IS BASED ON MATURE PLANT SPREAD.

THE ALLUVIAL SAND COASTAL SAGE SCRUB SEED MIX WILL BE APPLIED TO THE PLANTING AREA AT A RATE OF 100 % COVERAGE.

REFER TO PLANTING SPECIFICATIONS FOR METHOD OF APPLICATION.

ALLUVIAL SAND COASTAL SAGE SCRUB SEED MIX:

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LBS. PER ACRE
ABRONIA VILLOSA VAR. AURITA	CHAPARRAL SAND – VERBENA	80	40	3
BACCHARIS PILULARIS	COYOTE BRUSH	2	40	3
CROTON CALIFORNICUS	CALIFORNIA CROTON	80	40	2
ENCELIA CALIFORNICA	BUSH SUNFLOWER	40	80	4
ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	50	10	12
ERIOPHYLLUM CONFERTUM	GOLDEN YARROW	30	80	4
ISOCOMA MENZIESII VAR. VENESTUS	COASTAL GOLDENBUSH	30	30	4
ISOMERIS ARBOREA	BLADDERPOD	90	60	3
LOTUS SCOPARIUS	DEERWEED	90	80	6
LUPINUS BICOLOR	MINIATURE LUPINE	98	85	3
NASELLA LEPIDA	FOOTHILL NEEDLEGRASS	80	80	4
OENOTHERA CALIFORNICA	CALIFORNIA EVENING PRIMROSE	80	50	1

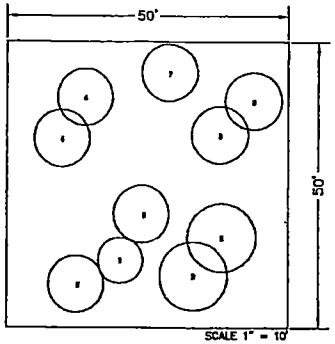
ALDER WOODLAND PLANT PALETTE:

TOTAL AREA = 144,486 S.F.

1 GALLON CONTAINERS AS SHOWN IN TYPICAL LAYOUT BELOW:

	BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
1	HETEROMELES ARBUTIFOLIA	TOYON		1	80
a	MALOSMA LAURINA	LAUREL SUMAC		2	120
b	RHUS INTEGRIFOLIA	LEMONADE BERRY		2	120
c	RIBES SPECIOSUM	FUCHSIA-FLOWERED GOOSEBERRY		2	120
d	ROSA CALIFORNICA	CALIFORNIA ROSE		1	80
e	RUBUS URSINUS	CALIFORNIA BLACKBERRY		1	80
f	VITIS GIRDIANA	DESERT GRAPE		1	80

TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS:



NOTES:

THIS TYPICAL LAYOUT (2,500 S.F.) WILL BE REPEATED THROUGHOUT THE AREA SHOWN.

THE CONFIGURATION OF THE TYPICAL PLANT LAYOUTS WILL BE ADJUSTED IN THE FIELD ACCORDING TO THE SIZE AND CONFIGURATION OF THE PLANTING AREA.

THE SIZE OF THE SPECIES IS BASED ON MATURE PLANT SPREAD.

THE ALDER WOODLAND SEED MIX WILL BE APPLIED TO THE PLANTING AREA AT A RATE OF 100% COVERAGE.

REFER TO PLANTING SPECIFICATIONS FOR METHOD OF APPLICATION.

ALDER WOODLAND SEED MIX:

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LBS. PER ACRE
BROMUS CARINATUS	SMALL FLOWERED CALIFORNIA BROME	95	80	2
ERIOPHYLLUM CONFERTIFLORUM	GOLDEN YARROW	30	70	1
ESCHSCHOLZIA CALIFORNICA	CALIFORNICA POPPY	98	80	2
GALIUM ANGUSTIFOLIUM	CHAPARRAL BEDSTRAW	80	30	.50
GNAPHALIUM CALIFORNICUM	CALIFORNIA EVERLASTING	8	40	.50
LASTHENIA CALIFORNICA	COASTAL GOLDFIELDS	70	50	2.5
LEYMUS CONDENSATUS	GIANT WILD RYE	80	80	.20
LUPINUS BICOLOR	MINIATURE LUPINE	98	85	1
LUPINUS SUCCULENTUS	ARROYO LUPINE	98	85	2
MIMULUS AURANTIACUS	BUSH MONKEYFLOWER	2	80	.50
NASSELLA LEPIDA	FOOTHILL NEEDLEGRASS	90	80	2
NASSELLA PULCHRA	PURPLE NEEDLEGRASS	90	80	8
PLANTAGO OVATA	WOOLLY PLANTAIN	98	75	2.5
SISYRINCHIUM BELLUM	BLUE-EYED GRASS	95	75	.20

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LANDSCAPE PLAN L-8

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MULEFAT SCRUB PLANT PALETTE:

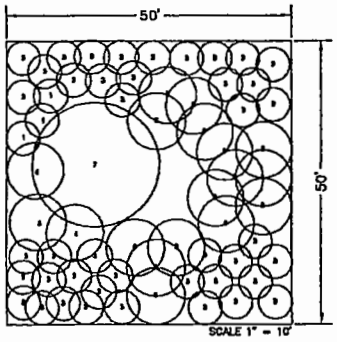
TOTAL AREA – 315,757 S.F.

1 GALLON CONTAINERS & CUTTINGS AS SHOWN IN TYPICAL LAYOUT BELOW.

BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
BACCHARIS EMORYI	EMORY'S BACCHARIS		3	378
BACCHARIS PILULARIS	COYOTE BUSH		1	126
**BACCHARIS SALICIFOLIA	MULEFAT		41	5,166
ROSA CALIFORNICA	CALIFORNIA ROSE		2	252
RUBUS URSINUS	CALIFORNIA BLACKBERRY		1	126
**SALIX EXIGUA	NARROW-LEAFED WILLOW		18	2,268
**SALIX LASIOLEPIS	ARROYO WILLOW		1	126

**FROM CUTTING

TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS & CUTTINGS:



NOTES:

THIS TYPICAL LAYOUT (2,500 S.F.) WILL BE REPEATED THROUGHOUT THE AREA SHOWN.

THE CONFIGURATION OF THE TYPICAL PLANT LAYOUTS WILL BE ADJUSTED IN THE FIELD ACCORDING TO THE SIZE AND CONFIGURATION OF THE PLANTING AREA.

THE SIZE OF THE SPECIES IS BASED ON MATURE PLANT SPREAD.

THE MULEFAT SCRUB SEED MIX WILL BE APPLIED TO THE PLANTING AREA AT A RATE OF 100% COVERAGE.

REFER TO PLANTING SPECIFICATIONS FOR METHOD OF APPLICATION.

MULEFAT SCRUB SEED MIX:

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LBS. PER ACRE
ARTEMISIA DOUGLASIANA	MUGWORT	15	50	.80
ARTEMISIA DRACUNCULUS	TARRAGON	10	60	.50
ASCLEPIAS FASCICULARIS	NARROW-LEAFED MILKWEED	90	60	.30
BACCHARIS EMORYI	EMORY'S BACCHARIS	10	20	1
BACCHARIS PILULARIS	COYOTE BUSH	2	40	.75
CYPERUS ERAGROSTIS	TALL UMBRELLA SEDGE	90	80	.15
ELEOCHARIS MACROSTACHYA	COMMON SPIKERUSH	90	70	.35
HORDEUM BRACHYANTHERUM	MEADOW BARLEY	90	80	5
ISOCOMA MENZIESII	COASTAL GOLDENBUSH	40	30	.60
JUNCUS MEXICANUS	MEXICAN RUSH			.80
LEYMUS TRITICOIDES	BEARDLESS WILDRYE	90	80	4
ONETHERA LELATA SSP. HOOKERI	HOOKER'S EVENING PRIMROSE	98	70	1
PLUCHEA ODORATA	MARSH FLEABANE	20	50	.40
URTICA DIOICA SSP. HOLOSERICEA	HOARY NETTLE	60	50	.10
VERBENA ~~LASIOSTACHYS~~ BRACHTEATA	~~WRINKLY~~ BIGBRACT VERBENA	50	50	1

NATIVE GRASSLAND PLANT PALETTE:

TOTAL AREA – 217,500 S.F.

NATIVE GRASSLAND SEED MIX

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LBS. PER ACRE
AGROSTIS PALLENS	LEAFY BENTGRASS	80	70	.10
BLOOMERIA CROCEA	COMMON GOLDEN STARS	90	80	.20
BROMUS CARINATUS	SMALL FLOWERED CALIFORNIA BROME	95	80	2
CALOCHORTUS SPLENDENS	SPLENDID MARIPOSA LILY	90	80	.20
CASTILLEJA DENSIFLORA	~~INDIAN PAINTBRUSH~~	50	50	.40
DICHELOSTEMMA CAPITATUM SPP. CAPITATUM	BLUE DICKS	90	80	.30
ESCHSCHOLZIA CALIFORNICA	CALIFORNICA POPPY	98	80	1
GNAPHALIUM BICOLOR	BICOLORED CUDWEED	5	40	.20
HEMIZONIA FASCICULATA	FASCICLED TARWEED	20	80	.03
HORDEUM BRACHYANTHERUM	MEADOW BARLEY	90	80	3
LASTHENIA CALIFORNICA	COASTAL GOLDFIELDS	70	50	.50
LEYMUS TRITICOIDES	BEARDLESS WILDRYE	90	80	2
LUPINUS BICOLOR	MINIATURE LUPINE	98	85	1.5
LUPINUS SUCCULENTUS	ARROYO LUPINE	98	88	1.5
MELICA IMPERFECTA	SMALLFLOWER MELIC	80	60	4
NASSELLA LEPIDA	FOOTHILL NEEDLEGRASS	80	80	3
NASSELLA PULCHRA	PURPLE NEEDLEGRASS	80	80	15
PLANTAGO ERECTA	CALIFORNIA PLANTAIN	90	80	2.3
PLANTAGO OVATA	WOOLLY PLANTAIN	98	75	1.5
POA SECUNDA	MALPAIS BLUEGRASS	90	70	.70
SISYRINCHIUM BELLUM	BLUE EYED GRASS	95	75	.30

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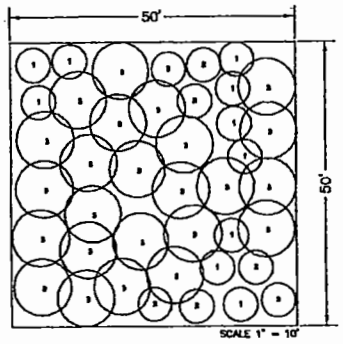
SANDBAR WILLOW SCRUB PLANT PALETTE:

TOTAL AREA = 292,236 S.F.

1 GALLON CONTAINERS & CUTTINGS AS SHOWN IN TYPICAL LAYOUT BELOW:

BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
BACCHARIS EMORYI	EMORY'S BACCHARIS		10	837
BACCHARIS PILULARIS	COYOTE BUSH		8	179
SALIX EXIGUA	NARROW LEAFED WILLOW		23	2,289

TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS & CUTTINGS:



WILLOW SCRUB PLANT PALETTE:

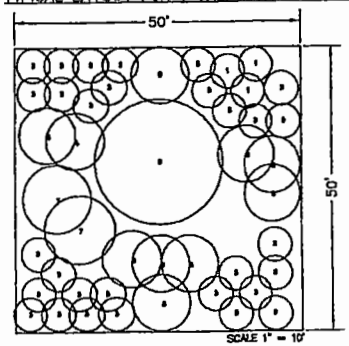
TOTAL AREA = 292,236 S.F.

1 GALLON CONTAINERS & CUTTINGS AS SHOWN IN TYPICAL LAYOUT BELOW:

BOTANICAL NAME	COMMON NAME	% OF COVER	TOTAL NUMBER PER LAYOUT	TOTAL NUMBER FOR ENTIRE AREA
BACCHARIS EMORYI	EMORY'S BACCHARIS		3	351
BACCHARIS PILULARIS	COYOTE BUSH		1	117
**BACCHARIS SALICIFOLIA	MULEFAT		29	3,393
ROSA CALIFORNICA	CALIFORNIA ROSE		2	234
RUBUS URSINUS	CALIFORNIA BLACKBERRY		1	117
**SALIX EXIGUA	NARROW-LEAFED WILLOW		6	702
**SALIX GOODDINGII	GOODING'S BLACK WILLOW		2	234
SALIX LAEVIGATA	RED WILLOW		1	117
**SALIX LASIOLEPIS	ARROYO WILLOW		1	117

**FROM CUTTING

TYPICAL LAYOUT FOR 1 GAL. CONTAINER PLANTS & CUTTINGS:



NOTES:

THIS TYPICAL LAYOUT (2,600 S.F.) WILL BE REPEATED THROUGHOUT THE AREA SHOWN.

THE CONFIGURATION OF THE TYPICAL PLANT LAYOUTS WILL BE ADJUSTED IN THE FIELD ACCORDING TO THE SIZE AND CONFIGURATION OF THE PLANTING AREA.

THE SIZE OF THE SPECIES IS BASED ON MATURE PLANT SPREAD.

THE WILLOW SCRUB SEED MIX WILL BE APPLIED TO THE PLANTING AREA AT A RATE OF 100% COVERAGE.

REFER TO PLANTING SPECIFICATIONS FOR METHOD OF APPLICATION.

WILLOW SCRUB SEED MIX:

BOTANICAL NAME	COMMON NAME	% PURITY	% GERM.	LBS. PER ACRE
AMBROSIA PSILOSTACHYA	WESTERN RAGWEED	20	30	5
ARTEMISIA DOUGLASIANA	MUGWORT	15	50	.80
ARTEMISIA DRACUNCULUS	TARRAGON	10	60	.50
ASCLEPIAS FASCICULARIS	NARROW-LEAFED MILKWEED	90	50	.30
BACCHARIS EMORYI	EMORY'S BACCHARIS	10	20	1
BACCHARIS PILULARIS	COYOTE BUSH	2	40	.75
CYPERUS ERAGROSTIS	TALL UMBRELLA SEDGE	90	50	.15
ELEOCHARIS MACROSTACHYA	COMMON SPIKERUSH	90	70	.35
HORDEUM BRACHYANTHERUM	MEADOW BARLEY	90	50	5
ISOCOMA MENZIESII	COASTAL GOLDENBUSH	40	30	.60
JUNCUS MEXICANUS	MEXICAN RUSH			.60
LEYMUS TRITICOIDES	BEARDLESS WILDRYE	90	50	4
OENETHERALATA SSP. HOOKERI	EVENING PRIMROSE	98	70	1
PLUCHEA ODORATA	MARSH FLEABANE	20	50	.40
URTICA DIOICA SPP. HOLOSERICEA	HOARY NETTLE	60	60	.10
VERBENA LASIOSTACHYS	WESTERN VERBENA	50	50	1

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LANDSCAPE PLAN L-10

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LEVEL 1 SAFETY SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

A. The Consultants, its sub-tier Consultants, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) policies, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.

B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Consultants or its sub-tier contractors may be cause for termination of scope, contracts, or agreements with the Authority, at the sole discretion of the Authority.

C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.

D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted for all Consultant personnel, sub-tier Consultants, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.

E. The Consultant shall ensure that all Consultant vehicles, including those of its sub-tier Consultants, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, each Consultant is encouraged to exceed minimum requirements. When the Consultant safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

1.2 HAZARD COMMUNICATION

A. Consultant shall comply with CCR Title 8, Section 5194, Hazard Communication Standard. Prior to use on Authority property and/or project work areas Consultant shall provide the Authority Project Manager copies of MSDS for all chemical products used if any.

B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

1.3 ACCIDENT INVESTIGATION

A. The Authority shall be promptly notified of any damage to the Authority's property, or incidents involving third party property damage, or reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration) to Authority employees and agents; Contractor, vendor employees or visitors and members of the general public that occurs or arises from the performance of Authority contract work. A comprehensive investigation and written report shall be submitted to Authority's Project Manager within 24 hours of the incident.

B. A serious injury or incident may require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within 7 calendar days of the incident. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1.4 PERSONAL PROTECTIVE EQUIPMENT

A. The Consultant, its sub-tier Consultants, suppliers, and employees are required to comply with the Authority's personal protective equipment (PPE) policy while performing work at any Authority facility, i.e. eye protection policy, hearing protection policy, head protection, safety vests, work shoe policy.

B. The Consultant, its sub-tier Consultants, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

END OF SECTION

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-197 **Meeting Date:** 4/7/2026

TITLE:

INTRODUCTION AND FIRST READING BY TITLE ONLY OF AN ORDINANCE AMENDING CHAPTER III OF TITLE 15 OF THE COSTA MESA MUNICIPAL CODE RELATING TO DRAINAGE AND ADOPTION OF DEVELOPMENT IMPACT FEES FOR STORM DRAINAGE AND ADOPTION OF A CAPITAL IMPROVEMENT PLAN AS PART OF THE NEXUS STUDY AND COMPLETION OF THE STORM DRAIN SYSTEM MASTER PLAN (SDSMP) UPDATE

DEPARTMENT: **PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTO**

CONTACT INFORMATION: **SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5335**

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt the 2026 Storm Drainage Impact Fee Nexus Study ("Nexus Study") as the final component of the 2024 Storm Drain System Master Plan Update.
2. Adopt the storm drain Capital Improvement Plan (CIP) as provided in Appendix A (Table A-1) in the Nexus Study.
3. Adopt Resolution 2026-XX for the updated development impact fees for storm drainage, in compliance with governing California laws AB1600 (Mitigation Fee Act) and AB 602 (Development Impact Fees).
4. Introduce for first reading, by title only, Ordinance No. 26-XX of the City Council of the City of Costa Mesa, California, Amending Chapter III of Title 15 of the Costa Mesa Municipal Code Relating to Drainage and waive further reading.
5. Authorize staff to implement the updated fees sixty (60) days after adoption, in compliance with AB 1600 (Mitigation Fee Act).

BACKGROUND:

In 2006, the City Council amended Costa Mesa Municipal Code section 15-64 (Title 15, Chapter III) to identify and put into effect a Storm Drain System Master Plan (SDSMP) and its associated drainage impact fees. These impact fees are collected from new development and significant re-development projects as "one-time" charges to fund the impacts that future development will have on the City's storm drainage system.

The 2006 SDSMP analyzed the existing storm drain system throughout the City. The detailed "rational method" analysis aimed to model the effects of 25-year and 100-year design storms on the City's storm drain system. The 2006 SDSMP proposed storm drain upgrades and estimated storm

drain improvement costs throughout the City and included a fee study with target Storm Drain Impact Fees.

Prior to adoption of the 2006 Storm Drain Impact Fee, the City Council was presented with recommended target drainage fees that were calculated based on projected land use and estimated costs of proposed storm drain capital improvement projects. After several meetings, the City Council selected an alternative drainage fee that was reduced by roughly 50% from the target drainage fee by selecting fewer proposed storm drainage improvements.

The alternative drainage fee did not fund as many storm drain projects but would address those with the most favorable cost-benefit analysis. The City Council then chose to adopt a phased approach, whereby 50% of the alternate fees were initially adopted for two years starting January 1, 2007. After January 1, 2009, the drainage fees were increased to the full recommended amount that is still being collected today.

The following table provides the City's existing drainage impact fees that were adopted in 2006 (effective 2007) and increased to the full adopted amount listed below in 2009:

Existing Drainage Fee (per Acre)*

Land Use Type:	**Fee:**
Low-Density Residential	$6,283
Medium-Density Residential	$7,539
High-Density Residential	$10,052
Commercial	$11,308
Industrial	$11,309

In addition to the drainage fee, the City also collects a Watershed Fee for proposed development located in a watershed that has deficiencies identified in the 2006 Storm Drain Master Plan and are not able to either:

- Detain water onsite, or
- Construct the associated storm drain upgrades in their affected watershed.

The Watershed Fee is a charge applied to new development to cover its fair share of storm drain construction costs. The fee varies by watershed, ranging from $0 per acre in areas with no improvements identified in the 2006 SDSMP to as much as $27,044 per acre in watersheds where improvements are required. Out of the City's thirty-seven (37) watersheds defined in the 2006 SDSMP, seventeen (17) have improvements identified.

On September 15, 2020, the City Council awarded a Professional Services Agreement (PSA) to Q3 Consulting (Q3) to complete an update to the City's SDSMP. Similar to the 2006 SDSMP, the current update has been divided into parts for a comprehensive and thorough analysis.

On October 15, 2024, Part 1 of the Storm Drain System Master Plan was accepted by the City Council. It included the Existing Conditions Assessment Report (ECAR) and the Proposed Drainage & Water Quality Improvements Report. The reports can be found on the City's website at *www.costamesaca.gov/storm <http://www.costamesaca.gov/storm>*. The new SDSMP uses the

Direct Rainfall computer modeling method of analysis that combines topography, existing land use data, and hydrology modeling to analyze the City as only two distinct watersheds. Those watersheds are the Santa Ana River Drainage Basin to the west, and the Newport Bay Drainage Basin to the east.

The second and final part of the SDSMP is the City's Drainage Fee and Finance Nexus Study Update. This fee update is being conducted by a sub-consultant to Q3, Harris and Associates. Harris and Associates has derived the maximum justifiable fee based on the proposed improvements outlined in Part 1, current existing parcel land use types, and the City's 2035 land use plan types, which have been updated to incorporate the projected residential development. The fee update includes projected costs of upgrading regional flood control facilities and water quality facilities.

Proposed Drainage Fee (per Acre)

The City of Costa Mesa collects Development Impact Fees (DIFs) to ensure that new development and significant redevelopment projects pay their proportionate share for public storm drain infrastructure needed to serve growth, thereby preventing undue financial burden on existing residents and businesses.

The last update to the City's Storm Drainage Impact Fee (DIF) occurred in 2009 as part of a prescribed phased approach to implement the total fee that was established as part of the 2006 SDSMP. Since that time, infrastructure priorities and cost estimates for proposed storm drain improvements have changed significantly.

The new Storm Drainage Impact Fee Nexus Study (Attachment 1) is prepared to:

- Align storm drainage impact fees within the 2024 Master Plan's projects and cost estimates.
- Divide the City into two (2) drainage basins: Santa Ana Watershed and Newport Bay Watershed to clearly define a nexus between proposed storm drain improvements and future developments in each respective drainage basin.
- Comply with Assembly Bill 1600 (Mitigation Fee Act) and Assembly Bill 602 requirements, including identifying current and future levels of service, providing a detailed Capital Improvement Program (CIP), and making the findings necessary to retain a per-acre fee basis.
- Establish an updated Storm Drain Impact Fee to replace the current Public Works Drainage Fee and the City's Watershed Fee as detailed in the City's current Master Fee Schedule.

Public Outreach

In order to ensure that City stakeholders received advance notice and sufficient information regarding the proposed Storm Drain Impact Fees prior to City Council consideration, staff conducted multiple outreach meetings with interested parties, including Segerstrom and Sons, Sakioka Company LLC, South Coast Metro Alliance, Costa Mesa Chamber of Commerce, and the Building Industry Association (BIA) of Southern California.

On October 8, 2025, City staff and Harris & Associates held an informational meeting at City Hall with interested parties and vacant land stakeholders. The presentation included an overview of the proposed updated Storm Drain Impact Fees, fee methodology, and key findings from the Nexus Study.

On November 13, 2025, City staff conducted a meeting with BIA representatives via video teleconference to review the proposed fees along with an overview of the Nexus Study and the fee methodology.

No direct opposition to the proposed fees has been communicated by any of the stakeholders who participated in the outreach process.

ANALYSIS:

The two most common methods to calculate drainage impact fees are the *System Plan Method* and the *Planned Facilities Method.*

Under the *System Plan Method*, the fee is based on the combined value of existing facilities and planned, capacity-expanding projects. These costs are divided proportionally across the total impervious acres at buildout, ensuring:

- The maximum justifiable fee is calculated, allowing the City to set a final fee amount as a percentage of that maximum.
- Future development pays only its proportional share of system-wide, capacity-expanding improvements, without funding existing deficiencies.

The *Planned Facilities Method* was also considered since it was recommended and used to establish fees in the 2006 SDSMP. Under this approach, fees are based only on the proportional fair share cost of planned improvements related to growth divided by the increase in impervious area caused by new development. This method excludes existing system costs and assigns fees only to new growth's share of the planned improvements but does not account for new development's share of the existing system.

In 2006, using this method would theoretically fund approximately 23% of the proposed improvements. Today, the fees generated with this approach would cover less than 10% of the total improvements identified in the SDSMP, making it insufficient to meet funding needs. For these reasons, the *Planned Facilities Method* is not recommended and was not utilized as a method of analysis and fee calculation.

The following tables show the maximum justifiable drainage impact fees per acre, based on the recommended System Plan Method,

***System Plan Method (Proposed Maximum Justifiable per Acre Fee):**

Land Use Type	Santa Ana River Watershed	Newport Bay Watershed
Low-Density Residential	$54,905	$47,507
Medium-Density Residential	$76,866	$66,510
High-Density Residential	$87,847	$76,012
Commercial	$98,828	$85,513
Industrial	$98,828	$85,513

**Funds approximately 26% of proposed Santa Ana Watershed improvements and approximately 38% of proposed Newport Bay Watershed improvements.*

The City Council can adopt a lower fee based on a percentage of the proposed maximum justifiable fee, as part of final recommendations. However, utilizing a percentage of the proposed maximum will increase the City's share of future drainage improvements.

The nexus study also establishes the maximum justifiable fee the City may collect to cover new development's "fair share" of the proposed Citywide storm drain improvements. For properties developed from raw land to a finished use, this updated fee is significantly higher than the prior adopted fees. However, in other cases, the drainage fee will be reduced or not applied at all. For example, redevelopment from higher density to lower density will result in no drainage fee being charged, as there is no net increase in impervious area.

The following is a summary table of when fees are paid:

CURRENT LAND USE \ FUTURE LAND USE	Low Density Residential	Medium Density Residential	High Density Residential	Commercial	Industrial
Vacant	**Fee paid.**	**Fee paid.**	**Fee paid.**	**Fee paid.**	**Fee paid.**
Low Density Residential	No fee paid. Unless above impervious threshold.	**Difference in fee paid.**	**Difference in fee paid.**	**Difference in fee paid.**	**Difference in fee paid.**
Medium Density Residential	No fee paid.	No fee paid. Unless above impervious threshold.	**Difference in fee paid.**	**Difference in fee paid.**	**Difference in fee paid.**
High Density Residential	No fee paid.	No fee paid.	No fee paid. Unless above impervious threshold.	**Difference in fee paid.**	**Difference in fee paid.**
Commercial	No fee paid.	No fee paid.	No fee paid.	No fee paid. Unless above impervious threshold.	No fee paid. Unless above impervious threshold.
Industrial	No fee paid.	No fee paid.	No fee paid.	No fee paid. Unless above impervious threshold.	No fee paid. Unless above impervious threshold.

Many of the City's recent development projects involve the conversion of existing industrial uses into new residential development. These conversions from higher density land use to lower density land use will not be charged any drainage fee under the provisions set forth in the Storm Drainage Impact Fee Nexus Study. To implement the proposed fees, staff proposes the following:

- A resolution adopting updated fees calculated using the *System Plan Method* and the approval of an annual increase based on the California Construction Cost Index (CCI) (Attachment 2).

- An ordinance amending Chapter III of Title 15 of the Costa Mesa Municipal Code (Attachment 3) to:
  - Incorporate updated drainage impact fee schedules.
  - Revise definitions, applicability, and administrative provisions for fee collection.
  - Align City code language with current state law and the nexus study.

If adopted, the updated fees would take effect sixty (60) days after the updated drainage fee resolution and ordinance are approved (Attachment 2).

With the acceptance of the 2026 Storm Drainage Impact Fee Nexus Study and the Adoption of the updated Storm Drain Impact fees, the City's Watershed Fees (Storm Drain Cost for Apportioned Share to Construct) shall no longer be collected.

ALTERNATIVES:

The City Council may adopt the recommended "Maximum Justifiable Fees" based on the System Plan Method or set lower fees. Adopting lower fees will increase the share of other funds for the implementation of the Storm Drain Master Plan. The City Council may also direct staff to revise the analysis and bring a new drainage fee proposal for approval. This alternative will require additional funding for the analysis and will further delay implementation of required storm drain improvements. Staff does not recommend this alternative.

FISCAL REVIEW:

At the existing drainage fee (per-acre) rate, the City has collected an average of approximately $120,000 per year, over the past three fiscal years from FY 2023-24 through FY 2025-26. Revenues are estimated to increase proportionally to percentage increase of the updated rate; however, the full fiscal impact of updating the City's drainage fees will be dependent on the pace of future development throughout the City. Drainage fees collected are recorded in the Drainage Fees Fund (Fund 209), which has an uncommitted (available) fund balance of approximately $200,000, at the time of the City Council date. All funds collected will be used to fund eligible capital improvements identified in the nexus study and the 2024 Storm Drain System Master Plan Update.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report, resolution and ordinance, and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

The Storm Drain System Master Plan Update works toward achieving the following City Council goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life
- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

1. Adopt the 2026 Storm Drainage Impact Fee Nexus Study ("Nexus Study") as the final component of the 2024 Storm Drain System Master Plan Update.
2. Adopt the storm drain Capital Improvement Plan (CIP) as provided in Appendix A (Table A-1) in the Nexus Study.
3. Adopt Resolution 2026-XX for the updated development impact fees for storm drainage, in compliance with governing California laws AB1600 (Mitigation Fee Act) and AB 602 (Development Impact Fees).
4. Introduce for first reading, by title only, Ordinance No. 26-XX of the City Council of the City of Costa Mesa, California, Amending Chapter III of Title 15 of the Costa Mesa Municipal Code Relating to Drainage and waive further reading.
5. Authorize staff to implement the updated fees sixty (60) days after adoption, in compliance with AB 1600 (Mitigation Fee Act).

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-197 **Meeting Date:** 4/7/2026

TITLE:

INTRODUCTION AND FIRST READING BY TITLE ONLY OF AN ORDINANCE AMENDING CHAPTER III OF TITLE 15 OF THE COSTA MESA MUNICIPAL CODE RELATING TO DRAINAGE AND ADOPTION OF DEVELOPMENT IMPACT FEES FOR STORM DRAINAGE AND ADOPTION OF A CAPITAL IMPROVEMENT PLAN AS PART OF THE NEXUS STUDY AND COMPLETION OF THE STORM DRAIN SYSTEM MASTER PLAN (SDSMP) UPDATE

DEPARTMENT: **PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTO**

CONTACT INFORMATION: **SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5335**

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt the 2026 Storm Drainage Impact Fee Nexus Study ("Nexus Study") as the final component of the 2024 Storm Drain System Master Plan Update.
2. Adopt the storm drain Capital Improvement Plan (CIP) as provided in Appendix A (Table A-1) in the Nexus Study.
3. Adopt Resolution 2026-XX for the updated development impact fees for storm drainage, in compliance with governing California laws AB1600 (Mitigation Fee Act) and AB 602 (Development Impact Fees).
4. Introduce for first reading, by title only, Ordinance No. 26-XX of the City Council of the City of Costa Mesa, California, Amending Chapter III of Title 15 of the Costa Mesa Municipal Code Relating to Drainage and waive further reading.
5. Authorize staff to implement the updated fees sixty (60) days after adoption, in compliance with AB 1600 (Mitigation Fee Act).

BACKGROUND:

In 2006, the City Council amended Costa Mesa Municipal Code section 15-64 (Title 15, Chapter III) to identify and put into effect a Storm Drain System Master Plan (SDSMP) and its associated drainage impact fees. These impact fees are collected from new development and significant re-development projects as "one-time" charges to fund the impacts that future development will have on the City's storm drainage system.

The 2006 SDSMP analyzed the existing storm drain system throughout the City. The detailed "rational method" analysis aimed to model the effects of 25-year and 100-year design storms on the City's storm drain system. The 2006 SDSMP proposed storm drain upgrades and estimated storm

drain improvement costs throughout the City and included a fee study with target Storm Drain Impact Fees.

Prior to adoption of the 2006 Storm Drain Impact Fee, the City Council was presented with recommended target drainage fees that were calculated based on projected land use and estimated costs of proposed storm drain capital improvement projects. After several meetings, the City Council selected an alternative drainage fee that was reduced by roughly 50% from the target drainage fee by selecting fewer proposed storm drainage improvements.

The alternative drainage fee did not fund as many storm drain projects but would address those with the most favorable cost-benefit analysis. The City Council then chose to adopt a phased approach, whereby 50% of the alternate fees were initially adopted for two years starting January 1, 2007. After January 1, 2009, the drainage fees were increased to the full recommended amount that is still being collected today.

The following table provides the City's existing drainage impact fees that were adopted in 2006 (effective 2007) and increased to the full adopted amount listed below in 2009:

Existing Drainage Fee (per Acre)*

Land Use Type:	**Fee:**
Low-Density Residential	$6,283
Medium-Density Residential	$7,539
High-Density Residential	$10,052
Commercial	$11,308
Industrial	$11,309

In addition to the drainage fee, the City also collects a Watershed Fee for proposed development located in a watershed that has deficiencies identified in the 2006 Storm Drain Master Plan and are not able to either:

- Detain water onsite, or
- Construct the associated storm drain upgrades in their affected watershed.

The Watershed Fee is a charge applied to new development to cover its fair share of storm drain construction costs. The fee varies by watershed, ranging from $0 per acre in areas with no improvements identified in the 2006 SDSMP to as much as $27,044 per acre in watersheds where improvements are required. Out of the City's thirty-seven (37) watersheds defined in the 2006 SDSMP, seventeen (17) have improvements identified.

On September 15, 2020, the City Council awarded a Professional Services Agreement (PSA) to Q3 Consulting (Q3) to complete an update to the City's SDSMP. Similar to the 2006 SDSMP, the current update has been divided into parts for a comprehensive and thorough analysis.

On October 15, 2024, Part 1 of the Storm Drain System Master Plan was accepted by the City Council. It included the Existing Conditions Assessment Report (ECAR) and the Proposed Drainage & Water Quality Improvements Report. The reports can be found on the City's website at *www.costamesaca.gov/storm <http://www.costamesaca.gov/storm>*. The new SDSMP uses the

Direct Rainfall computer modeling method of analysis that combines topography, existing land use data, and hydrology modeling to analyze the City as only two distinct watersheds. Those watersheds are the Santa Ana River Drainage Basin to the west, and the Newport Bay Drainage Basin to the east.

The second and final part of the SDSMP is the City's Drainage Fee and Finance Nexus Study Update. This fee update is being conducted by a sub-consultant to Q3, Harris and Associates. Harris and Associates has derived the maximum justifiable fee based on the proposed improvements outlined in Part 1, current existing parcel land use types, and the City's 2035 land use plan types, which have been updated to incorporate the projected residential development. The fee update includes projected costs of upgrading regional flood control facilities and water quality facilities.

Proposed Drainage Fee (per Acre)

The City of Costa Mesa collects Development Impact Fees (DIFs) to ensure that new development and significant redevelopment projects pay their proportionate share for public storm drain infrastructure needed to serve growth, thereby preventing undue financial burden on existing residents and businesses.

The last update to the City's Storm Drainage Impact Fee (DIF) occurred in 2009 as part of a prescribed phased approach to implement the total fee that was established as part of the 2006 SDSMP. Since that time, infrastructure priorities and cost estimates for proposed storm drain improvements have changed significantly.

The new Storm Drainage Impact Fee Nexus Study (Attachment 1) is prepared to:

- Align storm drainage impact fees within the 2024 Master Plan's projects and cost estimates.
- Divide the City into two (2) drainage basins: Santa Ana Watershed and Newport Bay Watershed to clearly define a nexus between proposed storm drain improvements and future developments in each respective drainage basin.
- Comply with Assembly Bill 1600 (Mitigation Fee Act) and Assembly Bill 602 requirements, including identifying current and future levels of service, providing a detailed Capital Improvement Program (CIP), and making the findings necessary to retain a per-acre fee basis.
- Establish an updated Storm Drain Impact Fee to replace the current Public Works Drainage Fee and the City's Watershed Fee as detailed in the City's current Master Fee Schedule.

Public Outreach

In order to ensure that City stakeholders received advance notice and sufficient information regarding the proposed Storm Drain Impact Fees prior to City Council consideration, staff conducted multiple outreach meetings with interested parties, including Segerstrom and Sons, Sakioka Company LLC, South Coast Metro Alliance, Costa Mesa Chamber of Commerce, and the Building Industry Association (BIA) of Southern California.

On October 8, 2025, City staff and Harris & Associates held an informational meeting at City Hall with interested parties and vacant land stakeholders. The presentation included an overview of the proposed updated Storm Drain Impact Fees, fee methodology, and key findings from the Nexus Study.

On November 13, 2025, City staff conducted a meeting with BIA representatives via video teleconference to review the proposed fees along with an overview of the Nexus Study and the fee methodology.

No direct opposition to the proposed fees has been communicated by any of the stakeholders who participated in the outreach process.

ANALYSIS:

The two most common methods to calculate drainage impact fees are the *System Plan Method* and the *Planned Facilities Method.*

Under the *System Plan Method*, the fee is based on the combined value of existing facilities and planned, capacity-expanding projects. These costs are divided proportionally across the total impervious acres at buildout, ensuring:

- The maximum justifiable fee is calculated, allowing the City to set a final fee amount as a percentage of that maximum.
- Future development pays only its proportional share of system-wide, capacity-expanding improvements, without funding existing deficiencies.

The *Planned Facilities Method* was also considered since it was recommended and used to establish fees in the 2006 SDSMP. Under this approach, fees are based only on the proportional fair share cost of planned improvements related to growth divided by the increase in impervious area caused by new development. This method excludes existing system costs and assigns fees only to new growth's share of the planned improvements but does not account for new development's share of the existing system.

In 2006, using this method would theoretically fund approximately 23% of the proposed improvements. Today, the fees generated with this approach would cover less than 10% of the total improvements identified in the SDSMP, making it insufficient to meet funding needs. For these reasons, the *Planned Facilities Method* is not recommended and was not utilized as a method of analysis and fee calculation.

The following tables show the maximum justifiable drainage impact fees per acre, based on the recommended System Plan Method,

***System Plan Method (Proposed Maximum Justifiable per Acre Fee):**

Land Use Type	Santa Ana River Watershed	Newport Bay Watershed
Low-Density Residential	$54,905	$47,507
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Industrial	$98,828	$85,513

**Funds approximately 26% of proposed Santa Ana Watershed improvements and approximately 38% of proposed Newport Bay Watershed improvements.*

The City Council can adopt a lower fee based on a percentage of the proposed maximum justifiable fee, as part of final recommendations. However, utilizing a percentage of the proposed maximum will increase the City's share of future drainage improvements.

The nexus study also establishes the maximum justifiable fee the City may collect to cover new development's "fair share" of the proposed Citywide storm drain improvements. For properties developed from raw land to a finished use, this updated fee is significantly higher than the prior adopted fees. However, in other cases, the drainage fee will be reduced or not applied at all. For example, redevelopment from higher density to lower density will result in no drainage fee being charged, as there is no net increase in impervious area.

The following is a summary table of when fees are paid:

		FUTURE LAND USE				
	Land Use	**Low Density Residential**	**Medium Density Residential**	**High Density Residential**	**Commercial**	**Industrial**
CURRENT LAND USE	**Vacant**	**Fee paid.**	**Fee paid.**	**Fee paid.**	**Fee paid.**	**Fee paid.**
	Low Density Residential	No fee paid. Unless above impervious threshold.	**Difference in fee paid.**	**Difference in fee paid.**	**Difference in fee paid.**	**Difference in fee paid.**
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Many of the City's recent development projects involve the conversion of existing industrial uses into new residential development. These conversions from higher density land use to lower density land use will not be charged any drainage fee under the provisions set forth in the Storm Drainage Impact Fee Nexus Study. To implement the proposed fees, staff proposes the following:

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  - Incorporate updated drainage impact fee schedules.
  - Revise definitions, applicability, and administrative provisions for fee collection.
  - Align City code language with current state law and the nexus study.

If adopted, the updated fees would take effect sixty (60) days after the updated drainage fee resolution and ordinance are approved (Attachment 2).

With the acceptance of the 2026 Storm Drainage Impact Fee Nexus Study and the Adoption of the updated Storm Drain Impact fees, the City's Watershed Fees (Storm Drain Cost for Apportioned Share to Construct) shall no longer be collected.

ALTERNATIVES:

The City Council may adopt the recommended "Maximum Justifiable Fees" based on the System Plan Method or set lower fees. Adopting lower fees will increase the share of other funds for the implementation of the Storm Drain Master Plan. The City Council may also direct staff to revise the analysis and bring a new drainage fee proposal for approval. This alternative will require additional funding for the analysis and will further delay implementation of required storm drain improvements. Staff does not recommend this alternative.

FISCAL REVIEW:

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LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report, resolution and ordinance, and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

The Storm Drain System Master Plan Update works toward achieving the following City Council goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life
- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

1. Adopt the 2026 Storm Drainage Impact Fee Nexus Study ("Nexus Study") as the final component of the 2024 Storm Drain System Master Plan Update.
2. Adopt the storm drain Capital Improvement Plan (CIP) as provided in Appendix A (Table A-1) in the Nexus Study.
3. Adopt Resolution 2026-XX for the updated development impact fees for storm drainage, in compliance with governing California laws AB1600 (Mitigation Fee Act) and AB 602 (Development Impact Fees).
4. Introduce for first reading, by title only, Ordinance No. 26-XX of the City Council of the City of Costa Mesa, California, Amending Chapter III of Title 15 of the Costa Mesa Municipal Code Relating to Drainage and waive further reading.
5. Authorize staff to implement the updated fees sixty (60) days after adoption, in compliance with AB 1600 (Mitigation Fee Act).

Storm Drainage Impact Fee Nexus Study
Storm Drain System Master Plan Update
Costa Mesa, California

FINAL REPORT

February 2026

Prepared for:

City of Costa Mesa
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EXECUTIVE SUMMARY AND INTRODUCTORY SECTIONS

INTRODUCTION

The City of Costa Mesa (City) is one of the ten most populated cities in Orange County, located about 37 miles southeast of Los Angeles and just one mile from the Pacific Ocean. The City encompasses 16 square miles and hosts the Orange County Fair annually at its fairgrounds.

Costa Mesa was originally a part of the vast Rancho Santiago de Santa Ana and later developed as an agricultural area primarily known for lima beans and citrus groves. The City, incorporated in 1953, transitioned from its agricultural roots to a more diversified economy that now boasts various forms of recreation, shopping centers including the South Coast Plaza, and a thriving arts scene anchored by the Segerstrom Center for the Arts and the South Coast Repertory Theater.

The City is part of the Los Angeles-Long Beach-Santa Ana, CA Metropolitan Statistical Area. The California Department of Finance (DOF) estimates that as of January 1, 2025, the City population is 110,304, incorporating the 2020 Census benchmark.

As the resident population and non-resident employment in the City increases, there exists a correlating rise in the need for public infrastructure and services to support the increased demand on the City's infrastructure. California's Assembly Bill 1600 (AB 1600) adopted in 1987 and codified as California Government Code Section 66000 et. seq., allows the City to impose Development Impact Fees on new development within the City. Development Impact Fees (DIFs) are one-time charges on new developments that are collected and used by the City to cover the cost of capital facilities, vehicles, and equipment that are required to serve new growth.

The City currently charges a single Citywide Storm Drainage fee that was last updated in 2006 and were calculated utilizing a Planned Facilities methodology. Although two different drainage sheds were identified in the 2006 fee study, the City adopted a single fee for the entire City. The 2006 fees were not the maximum justifiable fees and a phased in approach was adopted that would have increased the fees to the maximum justifiable fee level after two years. However, following the adoption of the initial fees the fees were not increased and the fees in place remain the fees adopted in 2006. The goal of this update is to calculate the maximum justifiable fee for the required storm drainage improvements necessary to mitigate the impacts of future development on the City's storm drainage network and to ensure compliance with the legal requirements of AB 1600 and AB 602.

NEXUS REQUIREMENT SUMMARY

AB 1600 was enacted by the State of California in 1987 creating the Mitigation Fee Act - Section 66000 et seq. of the Government Code. The Mitigation Fee Act requires that all public agencies

satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified.
3. Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The purpose of this report is to demonstrate that all fee components comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be charged are summarized in subsequent sections of this report.

In evaluating the City's development impact fee program, it is important to distinguish between revenues available to fund services for the existing population and those that may be used to serve new development. As future residents and workers occupy new development projects, they become part of the City's existing community and begin generating General Fund revenues through property taxes, sales taxes, and other locally collected revenues. These unrestricted General Fund revenues may be used for any lawful municipal purpose citywide, including ongoing operations, maintenance of public facilities, and general governmental services. In contrast, development impact fee revenues are legally restricted and may only be used to construct or expand public facilities needed to accommodate new development. State law also requires the City to track and report the use of these impact fees annually under AB 1600, ensuring that all expenditures are directly tied to growth-related facility needs. This distinction between unrestricted General Fund revenues and restricted impact fee revenues is a core component of the City's nexus analysis and fee methodology.

ASSEMBLY BILL 602

AB 602, enacted by the State of California in 2021, amended Sections 65940.1 and 66019 of, and added Section 66016.5 to the Government Code. AB 602 requires that if a local agency conducts and adopts an impact fee nexus study after January 1, 2022, the local agency shall follow all of the following standards and practices:

1. Before the adoption of an associated development fee, an impact fee nexus study shall be adopted.

2. When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate.
3. A nexus study shall include information that supports the local agency's actions, as required by subdivision (a) of Section 66001 of the Government Code.
4. If a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.
5. A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development. A nexus study is not required to comply with the requirements to calculate a fee imposed on a housing development project proportionally to the square footage of the proposed units if the local agency makes the following findings:
    - An explanation as to why square footage is not appropriate metric to calculate fees imposed on housing development project.
    - An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.
    - That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.
6. Large jurisdictions shall adopt a capital improvement plan as a part of the nexus study.
7. All studies shall be adopted at a public hearing with at least 30 days' notice, and the local agency shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing.
8. Studies shall be updated at least every eight years, beginning on January 1, 2022.
9. The local agency may use the impact fee nexus study template developed by the Department of Housing and Community Development pursuant to Section 50466.5 of the Health and Safety Code.

This report demonstrates that all fee components comply with AB 602. The methodologies performed to calculate the updated fees ensure that the costs for facilities are proportionately spread between existing and future users.

NEXUS STUDY SUMMARY

Purpose

As development occurs in the City, new storm drainage backbone infrastructure and capital facilities are required to mitigate the increase in impervious area created by new development. In 2024, the City adopted the *Proposed Drainage & Water Quality Improvements Storm Drain System Master Plan Update* (Storm Drain Master Plan) prepared by Q3 Consulting. This Storm Drain Master Plan utilized advanced stormwater modeling software to identify economically feasible flood control solutions. The Storm Drain Master Plan summarized the recommended storm drainage infrastructure improvements necessary to ensure the City achieved the desired flood control and water quality standards. The Storm Drain Master Plan did not include analysis or discussions on the potential funding mechanisms available to fund these improvements. Development Impact Fees (DIFs) are one of the funding mechanisms available to the City to fund the required storm drainage backbone infrastructure and capital facilities as well as the related administrative costs through the City's fee program.

During the calculation of the DIFs through discussions with Q3 Consulting, it was identified that the City has two distinct storm drainage watersheds which function independently of each other and the storm drainage systems serving these watersheds are not interconnected. As a result, the fee program contains separate fee categories for the two storm drainage watersheds within the City based on the infrastructure and capital facilities required. Incorporated in this Nexus Study are the Storm Drainage fees for both the Santa Ana and Newport Bay watersheds.

This report is designed to satisfy AB 1600 Nexus requirements, AB 602 guidance, and provide the necessary technical analysis to support the adoption of the updated fees. The fees will be effective 60 days after the City's final action establishing and authorizing the collection of the fees.

Fee Program Costs

Table ES-1 summarizes the total costs of the improvements for each storm drainage watershed identified in the Storm Drain Master Plan as well as the costs attributable to the fee programs, costs to be funded from other funding sources and costs associated with fee program administration.

Table ES-1: Costs Attributable to Fee Programs

Fee Program	Total Storm Drainage Improvement Costs	Costs Attributed to Other Funding Sources	Costs Attributable to the Fee Program [1]	Fee Program Administration
Santa Ana Watershed	$ 47,555,701	$ 35,223,937	$ 12,331,764	$ 606,721
Newport Bay Watershed	$ 64,998,695	$ 40,148,707	$ 24,849,988	$ 1,230,031
Total	$ 112,554,397	$ 75,372,645	$ 37,181,752	$ 1,836,752

Notes:

1 Costs attributable to the fee program includes the portion of the City's existing drainage fund balance that has not been allocated to CIP projects.

Updated Fees

While AB 602 suggests that residential development fees be assessed on a per square foot basis, it has been determined that assessing residential fees on a per acre (AC) basis ties more directly to the impacts of new developments and results in a more equitable fee across all residential land uses. Non-residential land uses will continue to be assessed on a fee per acre (AC) to maintain continuity with the existing fee program. Fees on Accessory Dwelling Units, specialized projects, and rebuild projects are detailed further in Section 6: Implementation and Administration.

Table ES-2 and **Table ES-3** show a summary of the maximum allowable fees per acre for land uses for the Santa Ana Watershed and Newport Bay Watershed respectively. These fees incorporate a 5% program administration markup to account for the costs the City will incur to oversee the implementation and administration storm drainage fees in a manner consistent with the requirements of the Mitigation Fee Act. The fees shown reflect the maximum justifiable fees that can be charged under AB1600. The City can elect to set the fee at any amount below this but by doing so, will create an increased funding gap that must be met through other funding sources.

AB 602 states that "if a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee." The current fee program collects a storm drainage impact fee on a per acre basis and was adopted in 2006. The existing storm drainage fees were calculated utilizing the Planned Facilities Methodology and the maximum justifiable fee spread the necessary system upgrades to existing and future development proportionally to the net change in impervious area. Additionally, the adopted fee study provided discussions related to alternative funding sources to mitigate the funding shortfall from the fee program and set the fees at a reduced level assuming alternative funding sources would be utilized.

In comparison to the updated fees both nexus studies utilize a similar impervious factor across all land use categories with the exception of Medium Density Residential which has had its impervious factor increased from 60 percent to 70 percent to reflect the updated Storm Drainage Master Plan. However, the analysis of the facilities to be funded and the methodology utilized to

calculate the maximum justifiable fee have been updated for this nexus study. The Storm Drain Master Plan developed a new stormwater model using the current Orange County Hydrology Manual guidance to develop the required facilities and the maximum justifiable fee was calculated using System Plan method rather than the planned facilities method to ensure future development funds their fair share of the system at buildout.

Table ES-2: Summary of Maximum Allowable Santa Ana Watershed Storm Drainage Fees

Land Use	Santa Ana Watershed Fee	Program Administration Fee	Total Santa Ana Watershed Fee
Fee per Imperious Acre	$ 104,580	$ 5,229	$ 109,809
Residential (Fee per Acre)			
Low Density Residential	$ 52,290	$ 2,615	$ 54,905
Medium Density Residential	$ 73,206	$ 3,660	$ 76,866
High Density Residential	$ 83,664	$ 4,183	$ 87,847
Non-Residential (Fee per Acre)			
Commercial	$ 94,122	$ 4,706	$ 98,828
Industrial	$ 94,122	$ 4,706	$ 98,828

Table ES-3: Summary of Maximum Allowable Newport Bay Watershed Storm Drainage Fees

Land Use	Newport Bay Watershed Fee	Program Administration Fee	Total Newport Bay Watershed Fee
Fee per Imperious Acre	$ 90,490	$ 4,525	$ 95,015
Residential (Fee per Acre)			
Low Density Residential	$ 45,245	$ 2,262	$ 47,507
Medium Density Residential	$ 63,343	$ 3,167	$ 66,510
High Density Residential	$ 72,392	$ 3,620	$ 76,012
Non-Residential (Fee per Acre)			
Commercial	$ 81,441	$ 4,072	$ 85,513
Industrial	$ 81,441	$ 4,072	$ 85,513

Proposed Fees Comparison with Existing Fees

Table ES-4 shows the comparison between the maximum allowable City of Costa Mesa Storm Drainage fees and the existing fees as well as the Existing Fees escalated by the Engineering News Record Construction Cost Index for Los Angeles (ENR). The latter information is provided to show the increase that would have occurred had the fees been updated regularly since 2006. It is important to note that this comparison does not account for the additional subarea fees that may be applicable depending on the location of the development.

Table ES-4: Maximum Allowable Fees Comparison to Existing Fees

Land Use	Existing Santa Ana Watershed	Escalated Santa Ana Watershed [1]	Maximum Santa Ana Watershed	Percent Change from Existing Fee	Percent Change from Escalated Fee
Residential (Fee per Acre)					
Low Density Residential	$ 6,283	$ 11,016	$ 54,905	874%	498%
Medium Density Residential	$ 7,539	$ 13,218	$ 76,866	1020%	582%
High Density Residential	$ 10,052	$ 17,624	$ 87,847	874%	498%
Non-Residential (Fee per Acre)					
Commercial	$ 11,309	$ 19,828	$ 98,828	874%	498%
Industrial	$ 11,309	$ 19,828	$ 98,828	874%	498%

Notes:

1 The existing fee was escalated based on the change in the Engineering News Record Construction Cost Index for Los Angeles from November 2006 to January 2025 (15,592.48 / 8,893.07).

Land Use	Existing Newport Bay Watershed	Escalated Newport Bay Watershed [1]	Maximum Newport Bay Watershed	Percent Change from Existing Fee	Percent Change from Escalated Fee
Residential (Fee per Acre)					
Low Density Residential	$ 6,283	$ 11,016	$ 47,507	756%	431%
Medium Density Residential	$ 7,539	$ 13,218	$ 66,510	882%	503%
High Density Residential	$ 10,052	$ 17,624	$ 76,012	756%	431%
Non-Residential (Fee per Acre)					
Commercial	$ 11,309	$ 19,828	$ 85,513	756%	431%
Industrial	$ 11,309	$ 19,828	$ 85,513	756%	431%

Notes:

1 The existing fee was escalated based on the change in the Engineering News Record Construction Cost Index for Los Angeles from November 2006 to January 2025 (15,592.48 / 8,893.07).

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Section 1 METHODOLOGY

METHODOLOGY

Imposed fees require various findings to ensure that a reasonable relationship exists between the fee amount and the cost of the facility or portion of the facility attributable to new development. Several methodologies are available to determine fee amounts. The most common methodologies are defined by the "Impact Fee Nexus Study Template" prepared for the California Department of Housing and Community Development by Terner Center for Housing Innovation at UC Berkeley. Choosing the appropriate methodology depends on the type of facility for which the fee is calculated and the availability of documentation to support the fee calculation. Following is a discussion of the methodologies available to calculate the separate fee components in this report.

Existing Inventory Method

The existing inventory method, also known as the "incremental method" uses a facility standard based on an analysis of the ratio of existing facilities to the demand on the facilities by the existing population serviced by those facilities ("existing service population") on a cost per unit or cost per square foot basis. Under this approach, new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method ensures that no facility deficiencies are spread to future development as a result of the fees being established based on the current facility standards serving current residents. In other words, if a deficiency exists in the current facility standards, new development is only required to fund the expansion of facilities at the currently provided standard, and the deficiency must be rectified by funding outside of the fee program. This method is often used when a long-range plan for new facilities is not available.

Planned Facilities Method

The planned facilities method calculates the proposed fee based on the ratio of planned facilities to the increase in demand associated with new development. This method is appropriate when planned facilities have been define by a long-range master plan or expenditure plan which includes specific facilities and cost estimates. As the Planned Facilities Method relies on a long-range master plan that may change as the plan is implemented, fees based on this methodology need to be regularly updated to remain consistent with the project lists and current plans.

System Plan Method

The system plan method utilizes an integrated approach to allocate the cost of existing facilities and the costs of planned facilities to the total development in the study area. This method is appropriate when calculating a systemwide fee in which new development will fund an integrated

system of facilities at the future standard attributable to new development. By spreading the costs of an integrated system incorporating the existing facilities and planned facilities costs to the total development in the study area, this ensures that new development only pays their proportional share of the total system costs and is not responsible for rectifying any existing deficiencies.

PROGRAM ADMINISTRATION

The City, with assistance from consultants, oversees the implementation and administration of the City of Costa Mesa Storm Drainage Impact Fee Program, consistent with the requirements of the Mitigation Fee Act. For both of the storm drainage watershed fees, a 5 percent (5%) Program Administration Fee is added to fund the costs of City's management and ongoing fee program administration, collection, and reporting. This includes costs associated with City staff and consultant time, studies, and administration to support the program. Industry standard ranges from three to six percent (3-6%) for the administrative component of a development fee program based on research completed by Best, Best & Krieger and presented at the California Society of Municipal Finance Officers Orange County Chapter meeting in October of 2025. The administrative functions of the Program Administration Fee include, but are not limited to, the following:

- Annual fee adjustments
- Annual fee reporting
- Additional fee reporting every five years
- Application and tracking of fee credits and reimbursements
- Posting of nexus studies and fee schedules on the City's website
- Periodic nexus study updates
- Staff and consultant time related to fee preparation, collection, tracking, and administration

FUND BALANCE

The fund balances used throughout this analysis were based on the City's reported storm drainage fee fund balances through Fiscal Year 2023-24. **Table 1-1** displays the balances of the existing funds used within this study.

Table 1-1: City of Costa Mesa Impact Fee Fund Balance

Fee Program	Total Impervious Acres	Existing Fund Balance [1] [2]	Unallocated Fund Balance [1] [2]
Santa Ana Watershed	1,941.74	$ 951,442	$ 194,639
Newport Bay Watershed	2,453.67	$ 1,202,286	$ 245,955
Total		$ 2,153,728	$ 440,594

Notes:

1 Fund balance derived from the City of Costa Mesa FY2024-25 Annual Comprehensive Financial Report.

2 Fund balance allocated to the Santa Ana and Newport Bay Watersheds based of the total impervious acres in each watershed.

AB 602 AND FEE COLLECTION ALTERNATIVES

The City has historically charged fees for storm drainage on a per acre basis. As stated in the previous section for AB602, A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development, unless the agency is able to make three additional findings.

The proposed fees will continue to be charged on a per acre basis, consistent with the current fee program. The following section discusses why square footage is not an appropriate metric to calculate the fees imposed on residential housing projects for the storm drainage fees:

- **An explanation as to why square footage is not an appropriate metric to calculate fees imposed on housing development project.** Storm drainage fees should be assessed based on the increase in impervious surface area, as this directly correlates with stormwater runoff. Square footage is not an appropriate metric because multi-story structures with identical footprints do not increase runoff proportionally to their total floor area. Fees that are calculated based on the estimated impervious surface, more accurately account for storm drainage impacts. Higher-density developments typically generate more impervious coverage per acre than lower-density developments, and the fee structure reflects this variation. Using impervious area as the basis for storm drainage fees ensures a hydraulically relevant and equitable assessment of storm drainage impacts.

- **An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.** The storm drainage fees are charged on a per acre basis with three different residential fee categories based on the density of development. The fees vary based on the impervious area each land use is expected to generate based on the per acre impervious factors included in the Storm Drain Master Plan. Because the fee is based on the additional impervious acres generated by each land use, this methodology provides a reasonable relationship between the amount of the fee charged and the burden posed by each development.

- **That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.** The storm drainage fees are structured across various residential land use categories and reflect the relationship between density and impervious area. Higher-density developments typically have more units per acre with smaller unit sizes. Charging fees by acre results in a lower cost per-unit than larger, detached single family residential units which aligns with the expected stormwater generation. The fee calculation is based on the estimated impervious acreage associated with each land use category, ensuring that the fees are proportional to the impacts created by the project. By utilizing an impervious acreage methodology for determining the fee, smaller developments are not charged disproportionate fees.

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Section 2 LAND USE ASSUMPTIONS

LAND USE TYPES

To ensure a reasonable relationship between each fee and the type of development paying the fee, different land use types must be distinguished. The land use categories used in this analysis were derived from the City of Costa Mesa General Plan and are defined below.

- **Low Density Residential:** Detached single-family dwelling units. Includes very low density, low density, and age-restricted units containing less than 8 units per acre.
- **Medium Density Residential:** Intended to support single and multi-family developments with a density of up to 12 units per acre.
- **High Density Residential**: Intended for residential development with a density of up to 20 units per acre.
- **Accessory Dwelling Unit (ADU)**: A second unit, attached or detached from a SFR.
- **Commercial**: All commercial, retail, educational, and mixed-use development.
- **Industrial**: All research and development, manufacturing, and warehouse development.

For purposes of fee calculation, land uses are subject to fees based on the density of the development. For example, the medium density residential fee will be charged for development densities between 8 and 12 units per acre.

Some developments may include more than one land use type, such as an industrial warehouse with living quarters (a live-work designation) or a mixed-use development with both Retail and Residential land uses. In these cases, the fees will be calculated separately for each land use type. Note that an Accessory Dwelling Unit (ADU) is defined as a second unit, attached, or detached from a Single Family Residential (SFR) unit.

GROWTH FORECASTS

Growth projections are used as indicators of demand. In terms of a storm drainage network demand is categorized as impervious area. The City's existing land uses, as well as the City's land use projections at buildout, are critical assumptions used throughout the fee sections that follow in this report. The following resources were used as part of this analysis:

- Existing land use data was provided by the City's Community Development Department.
- Future land use projections were derived from the Storm Drain Master Plan that were based on the City's 2035 General Plan and updated to incorporate the City's certified 6th Cycle Housing Element

Table 2-1: Projected Future Land Use – Santa Ana Watershed

Land Use	Acres [1]
Residential	
Low Density Residential	1,374.18
Medium Density Residential	272.82
High Density Residential	357.17
Non-Residential	
Commercial	375.63
Industrial	488.74

Notes:

1 Future Land Uses is the Santa Ana Watershed were derived from the City of Costa Mesa 2035 General Plan, the City of Costa Mesa Housing Element and the Storm Drainage Master Plan prepared by Q3.

Table 2-2: Projected Future Land Use – Newport Bay Watershed

Land Use	Acres [1]
Residential	
Low Density Residential	989.83
Medium Density Residential	448.11
High Density Residential	464.55
Non-Residential	
Commercial	669.47
Industrial	745.45

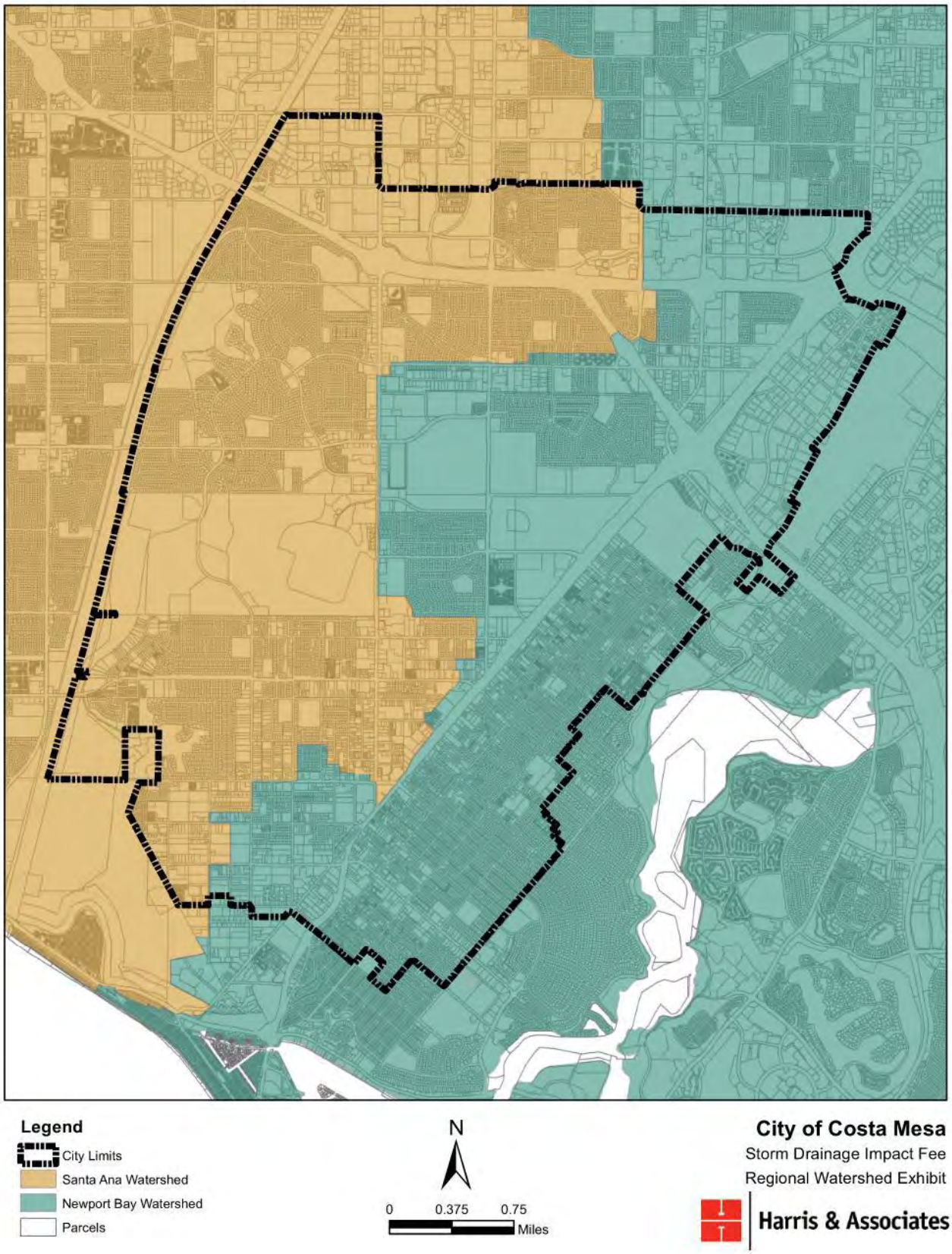
Notes:

1 Future Land Uses is the Newport Bay Watershed were derived from the City of Costa Mesa 2035 General Plan, the City of Costa Mesa Housing Element and the Storm Drainage Master Plan prepared by Q3.

Figure 2-1 illustrates the City of Costa Mesa City limits and both of the City's watershed areas: The Santa Ana and Newport Bay watersheds.

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Figure 2-1: City of Costa Mesa Watersheds Map


Legend
City Limits
Santa Ana Watershed
Newport Bay Watershed
Parcels
N
0
0.375
0.75
Miles
City of Costa Mesa
Storm Drainage Impact Fee
Regional Watershed Exhibit
Harris & Associates

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Section 3 SANTA ANA WATERSHED STORM DRAINAGE FEE

BACKGROUND

The City has two major watersheds, the Santa Ana and Newport Bay Watersheds. This section focuses specifically on the Santa Ana Watershed.

The Santa Ana Watershed Storm Drainage Fee is collected for the purpose of maintaining and expanding the capacity of the City's storm drainage system within the Santa Ana Watershed. The Santa Ana Watershed Storm Drainage Fee is calculated using the System Plan Method. The System Plan Method uses an integrated system methodology where the total storm drainage system cost (existing facilities plus future improvements) is divided by the total storm drainage demand, expressed in impervious acres, on the system (existing users and future users). Under this approach, new development funds the expansion of facilities at a proportional rate to the facilities funded by existing development. By definition, the System Plan Method ensures that no facility deficiencies are spread to future development. In other words, if a deficiency exists in the current facility standards, new development is only required to buy into the existing storm drainage system capacity and fund their fair share of the future storm drainage facilities at the same cost per impervious acre as existing development, and the deficiency must be rectified by funding outside of the fee program. Future Development within the City will pay a storm drainage impact fee at building permit issuance to buy into the City's existing storm drainage system and to fund their fair share of the system expansion projects described in this section.

The Storm Drain Master Plan subdivided the City into four subareas for the purpose of modeling a 25-year/24-hour storm event using a rain-on-grid approach in accordance with the Orange County Hydrology Manual. Using the results of the modeling of each subarea, the Storm Drain Master Plan recommended improvements for each model area focusing on flood control and proposing sustainable design methodologies and/or green infrastructure. The North and a portion of the West subareas are within the Santa Ana regional watershed, and the Storm Drain Master Plan modelling identified twenty-one (21) proposed drainage improvement projects to mitigate flooding in conjunction with the existing storm drainage system. These improvements are comprised of construction of new pipes, upsizing of existing pipes, replacement of existing pipes to maintain stormwater capacity and regional stormwater quality improvements. A total of 2% of the costs associated with the corrugated metal pipe replacement has been removed to account for the overlap in linear footage associated with planned upsizing projects. The proposed facilities in the fee program are system backbone improvements that serve the Santa Ana Watershed and do not include on-site infrastructure required by specific development projects. Each development project will be required to construct the specific on-site improvements required to serve their project.

SERVICE POPULATION

Demand for services and the associated facilities for storm drainage facilities are based on the additional impervious acreage that will be generated by new growth in the City through buildout. Impervious surfaces are those that do not allow water to pass through. Impervious acreage is used in the calculation of the Storm Drainage Fee to ensure the relationship between the planned storm drainage facilities the fee will be expended on is related to the impact new development will have on the storm drainage system.

COST SUMMARY AND CIP

The Santa Ana Watershed Storm Drainage Fee will fund the expansion of storm drainage facilities in the Santa Ana Watershed. **Table A-1** in **Appendix A** will also serve as the Santa Ana Watershed Fee Capital Improvement Plan (CIP) list as required by AB 602, which includes the facilities shown in **Table 3-1** which summarizes the future Santa Ana Watershed storm drainage facilities and project costs identified in the Storm Drain Master Plan. Costs were developed based on the current markets on a linear foot basis and include costs for excavation, shoring, bedding, backfill, compaction, removal of excess material, trench resurfacing as well as contingency costs for mobilization, engineering design, surveying, traffic control, environmental permitting, and construction management. **Table 3-2** summarizes the City's existing storm drainage facilities and estimated value within the service area of the Santa Ana Watershed, derived from the hydraulic model utilized in the development of the Storm Drain Master Plan.

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Table 3-1: Santa Ana Watershed Future Improvements Summary

Facility	Location		Total Cost [1]
North Zone			
Harbor Blvd. Line N1	Install 24 & 36 Inch RCP (w/ Surface Restoration)	$	1,511,757.88
Watson Avenue Line N2	Install 18-inch RCP (w/ Surface Restoration)	$	1,760,864.86
McKinley Way Line N3	Install 18, 30, & 36 Inch RCP (w/ Surface Restoration)	$	3,708,777.44
Wimbledon Way Line N4	Install 18 & 36 Inch RCP (w/ Surface Restoration)	$	1,656,265.63
Iowa Street (Inlets Only) - East Side Line N4	Install 18-inch RCP (w/ Surface Restoration)	$	450,234.92
Gisler Ave Line N6	Install 18-inch RCP	$	613,751.14
Iowa Street - West Side Line N7	Catch Basin Inlets (28' L)	$	75,387.50
Mesa Verde Dr. Line N8	Install 18-inch RCP (w/ Surface Restoration)	$	1,038,999.40
Kornat Drive Line N9	Catch Basin Inlets (21'L)	$	69,275.00
Subtotal North Zone Storm Drainage Improvements		$	10,885,313.76
West Zone			
Fairview Park, Upper Canyon SD. Line W1	Install 18-inch RCP	$	1,238,096.25
Canyon Storm Drain Line W2	Install 24, 36 & 48 Inch RCP (w/ Surface Restoration)	$	3,253,575.16
East Canyon Park Line W3	Install 18, 24 & 36 Inch RCP (w/ Surface Restoration)	$	1,274,215.81
16th St./Newport Blvd. Line W6	Install 30-inch RCP (w/ Surface Restoration)	$	1,098,031.03
19th & 18th Street SD Line W7 & W8	Install 18-inch RCP (w/ Surface Restoration)	$	2,381,577.96
Fairview Channel South Model Line W9	Install 18, 24, 42, & 48 Inch RCP (w/ Surface Restoration)	$	12,820,545.93
West of Harbor Blvd. Line W10	Install 18 & 24 Inch RCP (w/ Surface Restoration)	$	1,099,321.26
North of Fairview Channel Line W11	Install 18, 24, & 48 Inch RCP (w/ Surface Restoration)	$	1,695,084.29
Subtotal West Zone Storm Drainage Improvements		$	24,860,447.68
Regional Stormwater Quality Improvements			
Wilson Park	Water Quality Improvements to Meet MS4 Regulations	$	2,538,000.00
Canyon Park	Water Quality Improvements to Meet MS4 Regulations	$	6,067,000.00
Hydrodynamic Separator - Placentia Avenue	Hydrodynamic Separator	$	560,900.00
Subtotal Regional Stormwater Quality Improvements		$	9,165,900.00
Corrugated Metal Pipe Replacement			
Various Locations [2]	Replace Corrugated Metal Pipe Like in Kind to Retain Water Quality	$	2,644,040.00
Subtotal Corrugated Metal Pipe Replacement Improvements		$	2,644,040.00
Total Santa Ana Watershed Storm Drainage Improvements		$	47,555,701.44

Notes:

1 Future facilities and associated costs are inclusive of a soft cost markup of 10% and are derived from the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

2 Corrugated Metal Pipe Replacement costs reduced by two percent to account for the overlapping linear footage with upsizing projects.

Source:

City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Table 3-2: Santa Ana Watershed Existing Facility Inventory and Summary

Pipe Size [1]	Linear Footage	Cost per LF [2]	Total Cost
Existing Pipes			
18-Inch	13,919.55	$ 452.52	$ 6,298,840.48
21-Inch	2,525.83	$ 468.17	$ 1,182,523.18
24-Inch	13,239.98	$ 514.22	$ 6,808,320.04
27-Inch	3,781.03	$ 601.94	$ 2,275,937.58
30-Inch	6,961.12	$ 586.22	$ 4,080,717.93
33-Inch	4,113.73	$ 735.70	$ 3,026,470.72
36-Inch	11,878.54	$ 658.21	$ 7,818,543.01
39-Inch	766.72	$ 869.46	$ 666,634.89
42-Inch	15,840.09	$ 925.60	$ 14,661,646.63
45-Inch	1,372.10	$ 1,003.23	$ 1,376,528.33
48-Inch	11,721.44	$ 1,069.59	$ 12,537,100.73
51-Inch	4,288.11	$ 1,136.99	$ 4,875,544.47
54-Inch	8,291.26	$ 1,234.14	$ 10,232,569.22
57-Inch	1,646.98	$ 1,270.75	$ 2,092,902.12
60-Inch	8,228.47	$ 1,522.10	$ 12,524,591.00
63-Inch	3,155.51	$ 1,404.52	$ 4,431,974.15
66-Inch	4,029.57	$ 1,471.40	$ 5,929,112.82
69-Inch	1,211.02	$ 1,538.28	$ 1,862,890.30
72-Inch	8,141.07	$ 1,707.23	$ 13,898,643.64
78-Inch	2,063.60	$ 1,738.93	$ 3,588,450.80
90-Inch	1,622.64	$ 2,006.45	$ 3,255,749.52
96-Inch	3,699.29	$ 2,140.22	$ 7,917,288.78
114-Inch	1,912.19	$ 2,541.51	$ 4,859,848.92
Subtotal Santa Ana Watershed Existing Pipes			$ 136,202,829.26
Existing Structures			
Curb Inlets	509.00	$ 22,000.00	$ 11,198,000.00
Drop Inlets	15.00	$ 22,000.00	$ 330,000.00
Grate Inlet	26.00	$ 22,000.00	$ 572,000.00
Inlet	11.00	$ 22,000.00	$ 242,000.00
Headwall	6.00	$ 8,000.00	$ 48,000.00
Junction	171.00	$ 15,000.00	$ 2,565,000.00
Manhole	263.00	$ 15,000.00	$ 3,945,000.00
Outlet	51.00	$ 8,000.00	$ 408,000.00
Subtotal Santa Ana Watershed Existing Structures			$ 19,308,000.00
Total Santa Ana Watershed Existing Storm Drainage Improvements			$ 155,510,829.26

Notes:

1 Existing storm drainage pipe diameters and lengths derived from the City of Costa Mesa's GIS Database maintained by the Public Works Department.

2 Existing facilities costs per unit derived from the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:

City of Costa Mesa Public Works Department.

City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

FEE METHODOLOGY

The Santa Ana Watershed Storm Drain Fee uses the System Plan methodology for calculating the fee. As stated in the "Impact Fee Nexus Study Template" prepared for the California Department of Housing and Community Development by Terner Center for Housing Innovation at UC Berkeley, the System Plan Method "Estimates the costs for an integrated system of existing and future facilities."

In order to distribute the share of storm drainage system costs to each land use type, the total storm drainage demand of the Santa Ana Watershed through buildout must be calculated. The storm drainage demand factors in terms of impervious acres were sourced from the Storm Drain Master Plan. These demand factors are summarized in **Table 3-3**.

Table 3-3: Impervious Factors

Land Use	Estimated Impervious Factor per Acre
Residential	
Low Density Residential	0.50
Medium Density Residential	0.70
High Density Residential	0.80
Non-Residential	
Commercial	0.90
Industrial	0.90

Notes:
1 Impervious Factors based on the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:
City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

The estimated impervious factors per acre for each land use are then multiplied by the existing land use in the Santa Ana Watershed to calculate existing impervious acres in the Santa Ana Watershed as shown in **Table 3-4**. These impervious acres are added to future development's impervious acres as shown in **Table 3-5** to determine the total impervious acres in in the Santa Ana Watershed under buildout conditions are as shown in **Table 3-6**.

Table 3-4: Existing Santa Ana Watershed Impervious Acres

Land Use	Estimated Impervious Factor per Acre	Acres	Impervious Acres
Residential			
Low Density Residential	0.50	1,430.74	715.37
Medium Density Residential	0.70	522.99	366.09
High Density Residential	0.80	3.26	2.61
Subtotal Residential			1,084.07
Non-Residential			
Commercial	0.90	574.12	516.71
Industrial	0.90	249.92	224.93
Subtotal Non-Residential			741.64
Total Existing Santa Ana Watershed Impervious Acres			1,825.71

Notes:
1 Impervious Factors based on the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:
City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Table 3-5: Future Santa Ana Watershed Impervious Acres

Land Use	Estimated Impervious Factor per Acre	Acres	Impervious Acres
Residential			
Low Density Residential	0.50	-56.56	-28.28
Medium Density Residential	0.70	-250.17	-175.12
High Density Residential	0.80	353.91	283.13
Subtotal Residential			79.73
Non-Residential			
Commercial	0.90	-198.49	-178.64
Industrial	0.90	238.82	214.94
Subtotal Non-Residential			36.30
Total Future Santa Ana Watershed Impervious Acres			116.03

Notes:
1 Impervious Factors based on the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:
City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Table 3-6: Buildout Santa Ana Watershed Impervious Acres

Land Use	Estimated Impervious Factor per Acre	Acres	Impervious Acres
Residential			
Low Density Residential	0.50	1,374.18	687.09
Medium Density Residential	0.70	272.82	190.98
High Density Residential	0.80	357.17	285.73
Subtotal Residential			1,163.80
Non-Residential			
Commercial	0.90	375.63	338.07
Industrial	0.90	488.74	439.87
Subtotal Non-Residential			777.94
Total Buildout Santa Ana Watershed Impervious Acres			1,941.74

Notes:
1 Impervious Factors based on the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:
City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

The total Santa Ana Watershed storm drainage system valuation is calculated by taking the City's existing storm drainage improvements for the Santa Ana Watershed and adding in the planned storm drainage improvements for the Santa Ana Watershed. The cost per impervious area is calculated by dividing the total Santa Ana Watershed system valuation by the total impervious acres in the Santa Ana Watershed through buildout. **Table 3-7** calculates the maximum justifiable fee per impervious acre.

Table 3-7: Santa Ana Watershed Improvements Maximum Justifiable Cost per Impervious Acre Calculation

Description		Value
Estimated Future Santa Ana Watershed Project Costs [1]		
North Zone	$	10,885,314
West Zone	$	24,860,448
Regional Water Quality Projects	$	9,165,900
Corrugated Metal Pipe Replacement	$	2,644,040
Total Santa Ana Watershed Storm Drainage Improvements	*$*	*47,555,701*
Existing Pipes [2] [3]	$	155,510,829
Total Santa Ana Watershed System Value	$	203,066,531
Total Impervious Acres at Buildout		1,941.74
Maximum Justifiable fee per Impervious Acre	$	104,580

Notes:

1 Future facilities and associated costs derived from the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by

2 Existing storm drainage pipe diameters and lengths derived from the City of Costa Mesa's GIS Database maintained by the Public Works Department.

3 Existing facilities costs per unit derived from the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:

City of Costa Mesa Public Works Department.

City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

FEE SUMMARY

The Santa Ana Watershed Storm Drainage Fee is based on new development's fair share of the facilities identified for the Santa Ana Watershed in the Storm Drain Master Plan and to buy-in to the City's existing storm drainage facilities for the Santa Ana Watershed.

The Santa Ana Watershed Storm Drainage Fee is calculated using the cost per impervious acre from **Table 3-7**. The Santa Ana Watershed Storm Drainage Fee per impervious acre is then multiplied by the impervious factor for each land use to calculate a fee per acre. **Table 3-8** summarizes the Santa Ana Watershed Storm Drainage Fee.

Table 3-8: Santa Ana Watershed Storm Drainage Fee

Land Use	Fee Per Impervious Acre	Impervious Factor	Fee per Acre	Administration Fee (5%)	Total Fee per Acre
Residential					
Low Density Residential	$ 104,580	0.50	$ 52,290	$ 2,615	$ 54,905
Medium Density Residentia	$ 104,580	0.70	$ 73,206	$ 3,660	$ 76,866
High Density Residential	$ 104,580	0.80	$ 83,664	$ 4,183	$ 87,847
Non-Residential					
Commercial	$ 104,580	0.90	$ 94,122	$ 4,706	$ 98,828
Industrial	$ 104,580	0.90	$ 94,122	$ 4,706	$ 98,828

FEE APPLICABILITY

The Santa Ana Watershed Storm Drainage Fee is imposed on future development in the following cases:

1. New development proposes an improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds the impervious factor for that land use, as shown in **Table 3-3**. The additional impervious gross square footage of the parcel exceeding the impervious factor for that land use is subject to a drainage fee based on the following formula:
    a. Fee = Gross acreage exceeding the impervious factor threshold for that land use acreage x Fee per Impervious Acre
2. New development proposed on vacant land is subject to a drainage fee based on the following formula:
    a. Fee = Gross Parcel Acreage x Fee per Land Use
3. For land use changes, where the impervious factor for the future land uses as identified in **Table 3-3** is greater than the impervious factor of the existing land use as identified in **Table 3-3**, the development is subject to a drainage fee based on the following formula:
    a. Fee = (Drainage Fee per Acre of Future Land Use – Drainage Fee per Acre of Existing Land Use) x Gross Parcel Acreage

The Santa Ana Watershed Storm Drainage Fee is not imposed on future development in the following cases:

1. For accessory dwelling units (ADU) less than 750 square.

2. For reconstruction of existing structures in the event of a disaster where the reconstruction does not increase the impervious area of the parcel.

3. For land use changes where the impervious coefficient for the future land use as identified in the Master Plan of Drainage is less than the impervious coefficient of the existing land use.

CAPITAL IMPROVEMENT PROJECTS AND REVENUE PROJECTIONS

Table 3-9 summarizes the potential fee revenue from the projected future development identified in **Table 3-5**. The revenue collected from the Santa Ana Watershed Storm Drainage Fee will be available to expand the Santa Ana Watershed's storm drainage system to meet the needs of new residents in the Santa Ana Watershed.

Table 3-9: Projected Santa Ana Watershed Storm Drainage Fee Revenue

Land Use	Proposed Fee	Anticipated Growth (Acres)	Anticipated Fee Collection at Buildout [1]	Administration Fee	Unallocated Existing Fund Balance	Total Anticipated Fee Collection at Buildout [1]
Santa Ana Watershed	$ 104,580	116	$ 12,134,417	$ 606,721	$ 194,639	$ 12,935,777
Total						$ 12,935,777

Notes:
1 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

Table A-1 in **Appendix A** will also serve as the Storm Drainage Fee CIP list as required by AB 602, which includes the facilities shown in **Table 3-1**. **Table 3-1** identifies the planned facilities that will be funded in part by the Santa Ana Watershed Storm Drainage Fee. These facilities were identified in the Storm Drain Master Plan as necessary to serve the Santa Ana Watershed at buildout. The City will use the CIP facilities identified here to guide their five-year Capital Improvement Plan budget based upon City needs and timing of securing adequate revenue.

Table 3-10 details the proportional allocation of Santa Ana Watershed Storm Drainage fee revenue from the projected future development shown in **Table 3-5** to the proposed Santa Ana Watershed Storm Drainage facilities shown in **Table 3-1**.

Table 3-10: Proportional Allocation of Anticipated Fee Revenue to Proposed Santa Ana Watershed Storm Drainage Facilities

Description	Impervious Acres	Proportion of Impervious Acres	Proportional Share of Buildout Facilities [1]	Anticipated Buildout Facilties Funding [2]	Anticipated Funding Share of Buildout Facilities	CIP Funding [2] [3]
Existing Development	1,825.71	94.02%	$ 190,932,151.46	$ 190,932,113.30	94.02%	$ 35,421,284.04
Future Development	116.03	5.98%	$ 12,134,379.25	$ 12,134,417.40	5.98%	$ 12,134,417.40
Total	1,941.74	100.00%	$ 203,066,530.70	$ 203,066,530.70	100.00%	$ 47,555,701.44

Notes:
1 The proportional share of buildout facilities derived by multiplying the proportion of impervious acres generated by the buildout storm drainage system valuation.
2 Existing Development's fair share of the CIP projects will be derived from a combination of general fund contributions, grants, sales tax measures or other eligible funding sources as established by the City.
3 Future development's fair share of the CIP will not be utilized to rectify any deficiencies in the City's existing facilities.

EXISTING AND PROPOSED LEVEL OF SERVICE

AB 602 states, "When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service and include an explanation of why the new level of service is appropriate." The required findings are as follows.

Identification of the Existing Level of Service

A standard of service refers to adopted policies in law or practice that are either in place for a particular service or are intended to be. There must be sufficient capacity in the storm drainage systems to provide a consistent level of service for all customers at the appropriate service standard. When the existing standards of service are not being met, a deficiency exists.

Per the City's Storm Drainage Master Plan adopted in 2024, the City maintains a storm drainage system that outfalls in two locations, the Santa Ana Rive and Newport Bay. These drainage sheds are further divided into four subareas, north, west, east (north) and east (south). The City conveys stormwater from these subareas to the outfall locations utilizing open channels, closed conduits, catch basins, laterals, manholes, pump stations, and other related facilities. The total length of existing pipelines is approximately 65,150 linear feet or approximately 12.34 miles. As described in the 2024 Storm Drainage Master Plan, a majority of the City's existing storm drainage network does not have the capacity to accommodate stormwater flows under 25-year storm events. The specific locations where the City is not able to accommodate the stormwater runoff from a 25-year storm event is summarized in Appendix C and Appendix D of the 2024 Storm Drainage Master Plan. The upgrade of the storm drainage infrastructure to accommodate the 25-year storm event under current conditions will be funded by existing development's fair share of the Storm Drainage Master Plan's CIP.

Identification of the Proposed Level of Service and Rationale

The Government Code states that the Nexus Study, if appropriate, shall identify the proposed new level of service and include an explanation of why the new level of service is appropriate. Under the System Plan Methodology, the City's storm drainage level of service is defined as meeting the capacity requirements for a 25-year/24-hour design storm event using a rain-on-grid approach, as established in the Orange Cunty Hydrology Manual, while also ensuring the protection of property and maintaining one "dry" lane of travel within a street to allow for emergency vehicles to have access for collector streets and two "dry" lanes for major arterial streets. Under this approach, the City's storm drainage fee is based on an integrated system of existing and planned storm drain facilities, with the future standard attributable to new development calculated by dividing the value of the existing system plus the cost of planned improvements by total horizon-year impervious acres.

Utilizing the proposed level of service is appropriate because:

- It establishes a consistent cost per impervious acres for both existing and future development.
- It ensures new development contributes its proportional fair share of the storm drainage facilities required to mitigate the additional runoff generated by future increases in impervious surface area.
- If new development did not provide funding to mitigate their storm water runoff at the same cost per impervious acre as the costs attributable to existing development, the level of service would decrease citywide and negatively impact both existing and future development through an increase in flood events.
- The System Plan Methodology ensures that new development is not required to remedy existing deficiencies.

Because the proposed City of Costa Mesa's Santa Ana Watershed Storm Drainage fee is utilizing the System Plan Methodology, which calculates the proposed fee utilizing the total value of the existing improvements plus the cost of future improvements and subsequently dividing by the total impervious acres at buildout, future development funds an integrated system of facilities at the future standard applicable to new development. Since the System Plan Method spreads the totality of storm drainage improvements based on the total impervious acres at the horizon year, existing deficiencies are by definition not being spread to future development and new development is not funding a higher level of service that is applied to existing development.

Existing deficiencies identified in Appendix C and Appendix D of the 2024 Storm Drainage Master Plan are not attributable to new development and therefore are not included in the proportional share assigned to future development. New development will fund only its fair share of system expansions needed to serve horizon-year impervious acreage. This proportionate share of the systemwide improvements attributed to existing development, approximately 94.02% of the buildout improvements as shown in **Table 3-10**, will be funded by a combination of alternative funding sources including but not limited to, the City's General Fund, grants and special tax assessments.

The planned capital projects in **Table 3-1** were identified in the Storm Drainage Master Plan to either maintain existing levels of service as growth occurs or to not perpetuate deficiencies.

NEXUS REQUIREMENT SUMMARY

AB 1600 requires that public agencies satisfy five requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project. The required findings are as follows.

Requirement 1: Identify the purpose of the fee.

The purpose of the Santa Ana Watershed Storm Drainage Fee is to fund the facilities that are necessary to convey stormwater runoff from the increased impervious area created by future development in the Santa Ana Watershed to the outfall in the Santa Ana River. To accommodate this increased stormwater runoff, new facilities must be built and/or existing facilities expanded as identified in the 2024 Storm Drain Master Plan and shown in Appendix A, as amended under Government Code 66002.

Requirement 2: Identify the use of the fee.

The Santa Ana Watershed Storm Drainage Fee will be used to fund a portion of the storm drainage projects shown in **Table 3-1**. These storm drainage projects were identified in the Storm Drain Master Plan, as the facilities required to mitigate storm drainage run-off in the Santa Ana Watershed which ensures that new development has adequate capacity in the storm drainage system to handle the additional stormwater runoff.

Requirement 3: Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

The Santa Ana Watershed Storm Drainage Fee will be used to fund a portion of the new storm drainage facilities and improvements identified in the Storm Drain Master Plan for the Santa Ana Watershed as shown in Appendix A, as amended under Government Code 66002. The fee for each development project is calculated based on the estimated impervious area added by each land use type. This correlation ensures that the fee is equal to the stormwater runoff generated by that specific land use. The EDU calculations based on the impervious factor for each land use are shown in **Table 3-3.** The fee calculations are shown in **Table 3-7** and **Table 3-8**.

Requirement 4: Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

New development requires sufficient capacity in the storm drainage system to convey stormwater runoff created by the increased impervious area within the Santa Ana Watershed. Ensuring there is sufficient capacity to accommodate stormwater runoff in the Santa Ana Watershed storm drainage system requires the construction of new storm drainage lines or upsizing existing storm drainage lines. Each new residential and non-residential development pays an impact fee based on

the amount of impervious area it is expected to add to the Santa Ana Watershed. This calculation is shown in **Table 3-7** and **Table 3-8.**

Requirement 5: Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The storm drainage improvements required to ensure new development in the Santa Ana Watershed service area has sufficient capacity to convey stormwater runoff are shown in **Table 3-1**. Land use projections were identified for the buildout of the City and impervious acres were calculated based on the estimated impervious factors for the various land uses as shown in **Table 3-3**.

To ensure that each land use only pays their fair share of the storm drainage improvements in the Santa Ana Watershed, based on their impervious acres generated, the total system valuation including existing improvements and identified necessary future improvements were spread to the total impervious acres in the Santa Ana Watershed as shown in **Table 3-7**, to calculate the maximum justifiable fee per impervious acre. The calculation to spread the fair share system costs per impervious acre over the various land uses is shown in **Table 3-8**. The fee methodology ensures that each land use only pays for their fair share of capacity in the storm drainage system based on the amount of impervious acres estimated for that land use.

New development accounts for approximately 5.98% of the buildout acres of impervious surface area therefore, new development is funding 5.98% of the total buildout storm drainage network valuation (5.98% of $203.1M which equals $12.1 million). This reflects the proportional share attributable to growth. Therefore, new development is projected to fund approximately $12.1 million of the total $47.5 million in programmed facility improvements. The remaining $35.42 million in required funding will be derived from a combination of other funding sources including but not limited to general fund contributions, special tax assessments and grants as shown in **Table 3-10.**

Section 4 NEWPORT BAY WATERSHED STORM DRAINAGE FEE

BACKGROUND

The City has two major watersheds, the Santa Ana and Newport Bay Watersheds. This section focuses specifically on the Newport Bay Watershed.

The Newport Bay Watershed Storm Drainage Fee is collected for the purpose of maintaining and expanding the capacity of the City's storm drainage system within the Newport Bay Watershed. The Newport Bay Watershed Storm Drainage Fee is calculated using the System Plan Method. The System Plan Method uses an integrated system methodology where the total storm drainage system cost (existing facilities plus future improvements) is divided by the total storm drainage demand, expressed in impervious acres, on the system (existing users and future users). Under this approach, new development funds the expansion of facilities at a proportional rate to the facilities funded by existing development. By definition, the System Plan Method ensures that no facility deficiencies are spread to future development. In other words, if a deficiency exists in the current facility standards, new development is only required to buy into the existing storm drainage system capacity and fund their fair share of the future storm drainage facilities at the same cost per impervious acre as existing development, and the deficiency must be rectified by funding outside of the fee program. Future Development within the City will pay a storm drainage impact fee at building permit issuance to buy into the City's existing storm drainage system and to fund their fair share of the system expansion projects described in this section.

The Storm Drain Master Plan subdivided the City into four subareas for the purpose of modeling a 25-year/24-hour storm event using a rain-on-grid approach in accordance with the Orange County Hydrology Manual. Using the results of the modeling of each subarea, the Storm Drain Master Plan recommended improvements for each model area focusing on flood control and proposing sustainable design methodologies and/or green infrastructure. The East (north), East (south) and a portion of the West subareas are within the Newport Bay regional watershed and the Storm Drain Master Plan modelling identified fifteen (15) proposed drainage improvement projects to mitigate flooding in conjunction with the existing storm drainage system. These improvements are comprised of construction of new pipes, upsizing of existing pipes, replacement of existing pipes to maintain stormwater capacity and regional stormwater quality improvements. A total of 2% of the costs associated with the corrugated metal pipe replacement has been removed to account for the overlap in linear footage associated with planned upsizing projects. The proposed facilities in the fee program are system backbone improvements that serve the Newport Bay Watershed and do not include on-site infrastructure required by specific development projects. Each development project will be required to construct the specific on-site improvements required to serve their project.

SERVICE POPULATION

Demand for services and the associated facilities for storm drainage facilities are based on the additional impervious acreage that will be generated by new growth in the City through buildout. Impervious surfaces are those that do not allow water to pass through. Impervious acreage is used in the calculation of the Storm Drainage Fee to ensure the relationship between the planned storm drainage facilities the fee will be expended on is related to the impact new development will have on the storm drainage system.

COST SUMMARY AND CIP

The Newport Bay Watershed Storm Drainage Fee will fund the expansion of storm drainage facilities in the Newport Bay Watershed. **Table A-1** in **Appendix A** will also serve as the Newport Bay Watershed Storm Drainage Fee Capital Improvement Plan (CIP) list as required by AB 602, which includes the facilities shown in **Table 4-1** which summarizes the future Newport Bay Watershed storm drainage facilities and project costs identified in the Storm Drain Master Plan. Costs were developed based on the current market on a linear foot basis and include costs for excavation, shoring, bedding, backfill, compaction, removal of excess material, trench resurfacing as well as contingency costs for mobilization, engineering design, surveying, traffic control, environmental permitting, and construction management. **Table 4-2** summarizes the City's existing storm drainage facilities and estimated value within the service area of the Newport Bay Watershed, derived from the hydraulic model utilized in the development of the Storm Drain Master Plan.

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Table 4-1: Newport Bay Watershed Future Improvements Summary

Facility	Description		Total Cost
North East Zone			
West Side Line E1N	Install 51 Inch RCP (w/ Surface Restoration) and Appurtenant Facilities	$	3,500,456.16
La Salle Avenue Line E2N	Install 18, 24, 30, & 60 Inch RCP (w/ Surface Restoration)	$	3,298,726.39
Drake Avenue Line E3N	Install 18 & 24 Inch RCP (w/ Surface Restoration)	$	949,313.22
Subtotal North East Zone Storm Drainage Improvements		*$*	*7,748,495.77*
South East Zone			
Santa Ana Ave. Central Line E1s	Install 18, 24, 36, 48, & 72 Inch RCP (w/ Surface Restoration)	$	18,519,864.76
Northwest of E1s Line E2s	Install 18, 24, 36, & 42 Inch RCP (w/ Surface Restoration)	$	3,620,480.35
Orange Ave/ Central Line E3s	Install 18, 42, 60, & 84 Inch RCP (w/ Surface Restoration)	$	10,143,889.95
East side of Newport Coast Line E4s	Install 18, 24, 36, & 42 Inch RCP (w/ Surface Restoration)	$	5,127,020.81
Del Mar Avenue Line E5s	Install 42-inch RCP (w/ Surface Restoration)	$	886,897.51
Irvine Avenue Line E6s	Install 12, 18, & 24 Inch RCP (w/ Surface Restoration)	$	2,560,908.81
E 18th Street Line E7s	Install 12 & 18 Inch RCP (w/ Surface Restoration)	$	324,960.21
Subtotal Storm Drainage Improvements		*$*	*41,184,022.40*
West Zone			
Pomona/17th Storm Drain - Local Alternatives Line W4	Install 18 & 36 Inch RCP (w/ Surface Restoration)	*$*	*6,356,678.06*
East of Harbor Blvd. Line W5	Install 18 & 36 Inch RCP (w/ Surface Restoration)	*$*	*1,542,318.94*
Subtotal Storm Drainage Improvements		*$*	*7,898,997.00*
Regional Stormwater Quality Improvements			
Lions Park	Water Quaility Improvements to Meet MS4 Regulations	*$*	*2,924,000.00*
Hydrodynamic Seperator - Harper Park/18th Street	Hydrodynamic Seperator	*$*	*450,000.00*
Subtotal Regional Stormwater Quality Improvements		*$*	*3,374,000.00*
Corrugated Metal Pipe Replacement			
Various Locations [2]	Replace Corrugated Metal Pipe Like in Kind to Retain Water Quality	*$*	*4,793,180.00*
Subtotal Corrugated Metal Pipe Replacement Improvements		*$*	*4,793,180.00*
Total Newport Bay Watershed Storm Drainage Improvements		$	64,998,695.17

Notes:

1 Future facilities and associated costs derived from the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:

City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Table 4-2: Newport Bay Watershed Existing Facility Inventory and Summary

Pipe Size [1]	Linear Footage / Quantity		Unit Cost [2]		Total Cost
Existing Pipes					
18-Inch	25,275.27	$	*452.52*	$	11,437,500.49
20-Inch	253.55	$	*451.36*	$	114,439.24
21-Inch	2,583.61	$	*473.92*	$	1,224,437.49
24-Inch	23,700.74	$	*514.22*	$	12,187,502.24
26-Inch	172.40	$	*586.76*	$	101,158.05
27-Inch	1,376.81	$	*609.33*	$	838,931.77
30-Inch	8,399.91	$	*586.22*	$	4,924,162.53
33-Inch	6,122.81	$	*744.74*	$	4,559,892.20
36-Inch	14,418.01	$	658.21	$	9,490,038.50
39-Inch	1,215.43	$	*880.15*	$	1,069,755.21
42-Inch	6,640.36	$	925.60	$	6,146,346.66
45-Inch	3,044.39	$	*1,015.55*	$	3,091,737.78
48-Inch	13,127.00	$	*1,069.59*	$	14,040,468.34
51-Inch	2,808.22	$	*1,150.96*	$	3,232,147.39
54-Inch	17,665.16	$	*1,234.14*	$	21,801,258.17
57-Inch	3,339.12	$	*1,286.37*	$	4,295,331.98
60-Inch	6,451.98	$	*1,522.10*	$	9,820,586.89
63-Inch	1,138.82	$	*1,421.77*	$	1,619,140.02
66-Inch	6,128.83	$	*1,489.48*	$	9,128,743.75
69-Inch	1,750.00	$	*1,557.18*	$	2,725,065.79
72-Inch	2,411.34	$	1,707.23	$	4,116,692.72
78-Inch	1,867.00	$	*1,760.29*	$	3,286,463.20
84-Inch	1,503.72	$	2,126.83	$	3,198,160.28
Subtotal Newport Bay Watershed Existing Pipes				$	132,449,960.69
Existing Structures					
Curb Inlets	607.00	$	22,000.00	$	13,354,000.00
Drop Inlets	36.00	$	22,000.00	$	792,000.00
Grate Inlet	32.00	$	22,000.00	$	704,000.00
Inlet	26.00	$	22,000.00	$	572,000.00
Headwall	4.00	$	8,000.00	$	32,000.00
Junction	279.00	$	15,000.00	$	4,185,000.00
Manhole	302.00	$	15,000.00	$	4,530,000.00
Outlet	52.00	$	8,000.00	$	416,000.00
Subtotal Newport Bay Watershed Existing Structures				$	24,585,000.00
Total Newport Bay Watershed Existing Storm Drainage Improvements				$	157,034,960.69

Notes:

1 Existing storm drainage pipe diamaters and lengths derived from the City of Costa Mesa's GIS Database maintained by the Public Works Department.

2 Existing facilities costs per unit derived from the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:

City of Costa Mesa Public Works Department.

City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

FEE METHODOLOGY

The Newport Bay Watershed Storm Drain Fee uses the System Plan methodology for calculating the fee. As stated in the "Impact Fee Nexus Study Template" prepared for the California Department of Housing and Community Development by Terner Center for Housing Innovation at UC Berkeley, the System Plan Method "Estimates the costs for an integrated system of existing and future facilities."

In order to distribute the share of storm drainage system costs to each land use type, the total storm drainage demand of the Newport Bay Watershed through buildout must be calculated. The storm drainage demand factors in terms of impervious acres were sourced from the Storm Drain Master Plan. These demand factors are summarized in **Table 4-3.**

Table 4-3: Impervious Factors

Land Use	Estimated Impervious Factor per Acre
Residential	
Low Density Residential	0.50
Medium Density Residential	0.70
High Density Residential	0.80
Non-Residential	
Commercial	0.90
Industrial	0.90

Notes:
1 Impervious Factors based on the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:
City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

The estimated impervious factors per acre for each land use are then multiplied by the existing land use in the Newport Bay Watershed to calculate existing impervious acres in the Newport Bay Watershed as shown in **Table 4-4**. These impervious acres are added to future development's impervious acres as shown in **Table 4-5** to determine the total impervious acres in the Newport Bay Watershed as shown in **Table 4-6**.

Table 4-4: Existing Newport Bay Watershed Impervious Acres

Land Use	Estimated Impervious Factor per Acre	Acres	Impervious Acres
Residential			
Low Density Residential	0.50	1,090.43	545.21
Medium Density Residential	0.70	716.04	501.23
High Density Residential	0.80	73.94	59.15
Subtotal Residential			1,105.59
Non-Residential			
Commercial	0.90	859.45	773.51
Industrial	0.90	336.34	302.71
Subtotal Non-Residential			1,076.22
Total Existing Newport Bay Watershed Impervious Acres			2,181.81

Notes:
1 Impervious Factors based on the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:
City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Table 4-5: Future Newport Bay Watershed Impervious Acres

Land Use	Estimated Impervious Factor per Acre	Acres	Impervious Acres
Residential			
Low Density Residential	0.50	-100.60	-50.30
Medium Density Residential	0.70	-267.93	-187.55
High Density Residential	0.80	390.61	312.49
Subtotal Residential			74.64
Non-Residential			
Commercial	0.90	-189.98	-170.98
Industrial	0.90	409.11	368.20
Subtotal Non-Residential			197.22
Total Future Newport Bay Watershed Impervious Acres			271.86

Notes:
1 Impervious Factors based on the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:
City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Table 4-6: Buildout Newport Bay Watershed Impervious Acres

Land Use	Estimated Impervious Factor per Acre	Acres	Impervious Acres
Residential			
Low Density Residential	0.50	989.83	494.91
Medium Density Residential	0.70	448.11	313.68
High Density Residential	0.80	464.55	371.64
Subtotal Residential			1,180.23
Non-Residential			
Commercial	0.90	669.47	602.53
Industrial	0.90	745.45	670.91
Subtotal Non-Residential			1,273.44
Total Buildout Newport Bay Watershed Impervious Acres			2,453.67

Notes:
1 Impervious Factors based on the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:
City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

The total Newport Bay Watershed storm drainage system valuation is calculated by taking the City's existing storm drainage improvements for the Newport Bay Watershed and adding in the planned storm drainage improvements for the Newport Bay Watershed. The cost per impervious area is calculated by dividing the total Newport Bay Watershed system valuation by the total impervious acres in the Newport Bay Watershed through buildout. **Table 4-7** calculates the maximum justifiable fee per impervious acre.

Table 4-7: Newport Bay Watershed Improvements Maximum Justifiable Cost per Impervious Acre Calculation

Description		Value
Estimated Future Newport Bay Watershed Project Costs [1]		
North East Zone	$	7,748,496
South East Zone	$	41,184,022
West Zone	$	7,898,997
Regional Water Quality Projects	$	3,374,000
Corrugated Metal Pipe Replacement	$	4,793,180
Total Newport Bay Watershed Storm Drainage Improvements	*$*	*64,998,695*
Existing Pipes [2] [3]	$	157,034,961
Total Newport Bay Watershed System Value	*$*	*222,033,656*
Total Impervious Acres at Buildout		2,453.67
Maximum Justifiable fee per Impervious Acre	$	90,490

Notes:

1 Future facilities and associated costs derived from the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

2 Existing storm drainage pipe diameters and lengths derived from the City of Costa Mesa's GIS Database maintained by the Public Works Department.

3 Existing facilities costs per unit derived from the City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

Source:

City of Costa Mesa Public Works Department.

City of Costa Mesa 2024 Storm Drainage Master Plan prepared by Q3.

FEE SUMMARY

The Newport Bay Watershed Storm Drainage Fee is based on new development's fair share of the facilities identified for the Newport Bay Watershed in the Storm Drain System Master Plan and to buy-in to the City's existing storm drainage facilities for the Newport Bay Watershed.

The Newport Bay Watershed Storm Drainage Fee is calculated using the cost per impervious acre from **Table 4-7**. The Newport Bay Watershed Storm Drainage Fee per impervious acre is then multiplied by the impervious factor for each land use to calculate a fee per acre. **Table 4-8** summarizes the Newport Bay Watershed Storm Drainage Fee.

Table 4-8: Newport Bay Watershed Storm Drainage Fee

Land Use	Fee Per Impervious Acre	Impervious Factor	Fee per Acre	Administration Fee (5%)	Total Fee per Acre
Residential					
Low Density Residential	$ 90,490	0.50	$ 45,245	$ 2,262	$ 47,507
Medium Density Residential	$ 90,490	0.70	$ 63,343	$ 3,167	$ 66,510
High Density Residential	$ 90,490	0.80	$ 72,392	$ 3,620	$ 76,012
Non-Residential					
Commercial	$ 90,490	0.90	$ 81,441	$ 4,072	$ 85,513
Industrial	$ 90,490	0.90	$ 81,441	$ 4,072	$ 85,513

FEE APPLICABILITY

The Newport Bay Watershed Storm Drainage Fee is imposed on future development in the following cases:

1. New development proposes an improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds the impervious factor for that land use, as shown in **Table 4-3**. The additional impervious gross square footage of the parcel exceeding the impervious factor for that land use is subject to a drainage fee based on the following formula:
    a. Fee = Gross acreage exceeding the impervious factor threshold for that land use acreage x Fee per Impervious Acre
2. New development proposed on vacant land is subject to a drainage fee based on the following formula:
    a. Fee = Gross Parcel Acreage x Fee per Land Use
3. For land use changes, where the impervious factor for the future land uses as identified in **Table 3-3** is greater than the impervious factor of the existing land use as identified in **Table 3-3**, the development is subject to a drainage fee based on the following formula:
    a. Fee = (Drainage Fee per Acre of Future Land Use – Drainage Fee per Acre of Existing Land Use) x Gross Parcel Acreage

The Newport Bay Watershed Storm Drainage Fee is not imposed on future development in the following cases:

1. For accessory dwelling units (ADU) less than 750 square.

2. For reconstruction of existing structures in the event of a disaster where the reconstruction does not increase the impervious area of the parcel.

3. For land use changes where the impervious coefficient for the future land use as identified in the Master Plan of Drainage is less than the impervious coefficient of the existing land use.

CAPITAL IMPROVEMENT PROJECTS AND REVENUE PROJECTIONS

Table 4-9 summarizes the potential fee revenue from the projected future development identified in **Table 4-5**. The revenue collected from the Newport Bay Watershed Storm Drainage Fee will be available to expand the Newport Bay Watershed's storm drainage system to meet the needs of new residents in the Newport Bay Watershed.

Table 4-9: Projected Newport Bay Watershed Storm Drainage Fee Revenue

Land Use	Proposed Fee	Anticipated Growth (Acres)	Anticipated Fee Collection at Buildout [1]	Administration Fee	Unallocated Existing Fund Balance	Total Anticipated Fee Collection at Buildout [1]
Newport Bay Watershed	$ 90,490	$ 272	$ 24,600,611	$ 1,230,031	$ 245,955	$ 26,076,597
Total						$ 26,076,597

Notes:
1 Total anticipated fee revenue may differ slightly from cost attributable to fee program due to rounding.

Table A-1 in Appendix A will also serve as the Storm Drainage Fee CIP list as required by AB 602, which includes the facilities shown in **Table 4-1**. **Table 4-1** identifies the planned of the facilities that will be funded in part by the Newport Bay Watershed Storm Drainage Fee. These facilities were identified in the Storm Drain Master Plan as necessary to serve the Newport Bay Watershed at buildout. The City will use the CIP facilities identified here to guide their five-year Capital Improvement Plan budget based upon City needs and timing of securing adequate revenue.

Table 4-10 details the proportional allocation of Newport Bay Watershed Storm Drainage fee revenue from the projected future development shown in **Table 4-5** to the proposed Newport Bay Watershed Storm Drainage facilities shown in **Table 4-1**.

Table 4-10: Proportional Allocation of Anticipated Fee Revenue to Proposed Santa Ana Watershed Storm Drainage Facilities

Description	Impervious Acres	Proportion of Impervious Acres	Proportional Share of Buildout Facilities [1]	Anticipated Buildout Facilties Funding [2]	Anticipated Funding Share of Buildout Facilities	CIP Funding [2] [3]
Existing Development	2,181.81	88.92%	$ 197,432,927.28	$ 197,433,044.46	88.92%	$ 40,398,083.77
Future Development	271.86	11.08%	$ 24,600,728.57	$ 24,600,611.40	11.08%	$ 24,600,611.40
Total	2,453.67	100.00%	$ 222,033,655.86	$ 222,033,655.86	100.00%	$ 64,998,695.17

Notes:
1 The proportional share of buildout facilities derived by multiplying the proportion of impervious acres generated by the buildout storm drainage system valuation.
2 Existing Development's fair share of the CIP projects will be derived from a combination of general fund contributions, grants, sales tax measures or other eligible funding sources as established by the City.
3 Future development's fair share of the CIP will not be utilized to rectify any deficiencies in the City's existing facilities.

EXISTING AND PROPOSED LEVEL OF SERVICE

AB 602 states, "When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service and include an explanation of why the new level of service is appropriate." The required findings are as follows.

Identification of the Existing Level of Service

A standard of service refers to adopted policies in law or practice that are either in place for a particular service or are intended to be. There must be sufficient capacity in the storm drainage systems to provide a consistent level of service for all customers at the appropriate service standard. When the existing standards of service are not being met, a deficiency exists.

Per the City's Storm Drainage Master Plan adopted in 2024, the City maintains a storm drainage system that outfalls in two locations, the Santa Ana Rive and Newport Bay. These drainage sheds are further divided into four subareas, north, west, east (north) and east (south). The City conveys stormwater from these subareas to the outfall locations utilizing open channels, closed conduits, catch basins, laterals, manholes, pump stations, and other related facilities. The total length of existing pipelines is approximately 65,150 linear feet or approximately 12.34 miles. As described in the 2024 Storm Drainage Master Plan, a majority of the City's existing storm drainage network does not have the capacity to accommodate stormwater flows under 25-year storm events. The specific locations where the City is not able to accommodate the stormwater runoff from a 25-year storm event is summarized in Appendix C and Appendix D of the 2024 Storm Drainage Master Plan. The upgrade of the storm drainage infrastructure to accommodate the 25-year storm event under current conditions will be funded by existing development's fair share of the Storm Drainage Master Plan's CIP.

Identification of the Proposed Level of Service and Rationale

The Government Code states that the Nexus Study, if appropriate, shall identify the proposed new level of service and include an explanation of why the new level of service is appropriate. Under the System Plan Methodology, the City's storm drainage level of service is defined as meeting the capacity requirements for a 25-year/24-hour design storm event using a rain-on-grid approach, as established in the Orange Cunty Hydrology Manual, while also ensuring the protection of property and maintaining one "dry" lane of travel within a street to allow for emergency vehicles to have access for collector streets and two "dry" lanes for major arterial streets. Under this approach, the City's storm drainage fee is based on an integrated system of existing and planned storm drain facilities, with the future standard attributable to new development calculated by dividing the value of the existing system plus the cost of planned improvements by total horizon-year impervious acres.

Utilizing the proposed level of service is appropriate because:

- It establishes a consistent cost per impervious acres for both existing and future development.
- It ensures new development contributes its proportional fair share of the storm drainage facilities required to mitigate the additional runoff generated by future increases in impervious surface area.
- If new development did not provide funding to mitigate their storm water runoff at the same cost per impervious acre as the costs attributable to existing development, the level of service would decrease citywide and negatively impact both existing and future development through an increase in flood events.
- The System Plan Methodology ensures that new development is not required to remedy existing deficiencies.

Because the proposed City of Costa Mesa's Newport Bay Watershed Storm Drainage fee is utilizing the System Plan Methodology, which calculates the proposed fee utilizing the total value of the existing improvements plus the cost of future improvements and subsequently dividing by the total impervious acres at buildout, future development funds an integrated system of facilities at the future standard applicable to new development. Since the System Plan Method spreads the totality of storm drainage improvements based on the total impervious acres at the horizon year, existing deficiencies are by definition not being spread to future development and new development is not funding a higher level of service that is applied to existing development.

Existing deficiencies identified in Appendix C and Appendix D of the 2024 Storm Drainage Master Plan are not attributable to new development and therefore are not included in the proportional share assigned to future development. New development will fund only its fair share of system expansions needed to serve horizon-year impervious acreage. This proportionate share of the systemwide improvements attributed to existing development, approximately 88.92% of the future improvements as shown in **Table 4-10**,will be funded by a combination of alternative funding sources including but not limited to, the City's General Fund, grants and special tax assessments.

The planned capital projects in **Table 4-1** were identified in the Storm Drainage Master Plan to either maintain existing levels of service as growth occurs or to not perpetuate deficiencies.

NEXUS REQUIREMENT SUMMARY

AB 1600 requires that public agencies satisfy five requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project. The required findings are as follows.

Requirement 1: Identify the purpose of the fee.

The purpose of the Newport Bay Watershed Storm Drainage Fee is to fund the facilities that are necessary to convey stormwater runoff from the increased impervious area created by future development in the Newport Bay Watershed to the outfall in Newport Bay. To accommodate this increased stormwater runoff, new facilities must be built and/or existing facilities expanded as identified in the 2024 Storm Drain Master Plan and shown in Appendix A, as amended under Government Code 66002.

Requirement 2: Identify the use of the fee.

The Newport Bay Watershed Storm Drainage Fee will be used to fund a portion of the storm drainage projects shown in **Table 4-1**. These storm drainage projects were identified in the Storm Drain Master Plan as the facilities required to mitigate the impact of new development in the Newport Bay Watershed to ensure that the new development would have adequate capacity in the storm drainage system to handle the additional stormwater runoff.

Requirement 3: Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

The Newport Bay Watershed Storm Drainage Fee will be used to fund a portion of the new storm drainage facilities and improvements identified in the Storm Drain Master Plan for the Newport Bay Watershed as shown in Appendix A, as amended under Government Code 66002. The fee for each development project is calculated based on the estimated impervious area added by each land use type. This correlation ensures that the fee is equal to the stormwater runoff generated by that specific land use. The EDU calculations based on the impervious factor for each land use are shown in **Table 4-3**. The fee calculations are shown in **Table 4-7** and **Table 4-8**.

Requirement 4: Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

New development requires sufficient capacity in the storm drainage system to convey stormwater runoff created by the increased impervious area within the Newport Bay Watershed. Ensuring there is sufficient capacity to accommodate stormwater runoff in the Newport Bay Watershed storm drainage system requires the construction of new storm drainage lines or upsizing existing storm drainage lines. Each new residential and non-residential development pays an impact fee

based on the amount of impervious area it is expected to add to the Newport Bay Watershed. This calculation is shown in **Table 4-7** and **Table 4-8.**

Requirement 5: Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The storm drainage improvements required to ensure new development in the Newport Bay Watershed service area has sufficient capacity to convey stormwater runoff are shown in **Table 4-1**. Land use projections were identified for the buildout of the City and impervious acres were calculated based on the estimated impervious factors for the various land uses as shown in **Table 4-3**.

To ensure that each land use only pays their fair share of the storm drainage improvements in the Newport Bay Watershed, based on their impervious acres generated, the total system valuation including existing improvements and identified necessary future improvements were spread to the total impervious acres in the Santa Ana Watershed as shown in **Table 4-7**, to calculate the maximum justifiable fee per impervious acre. The Newport Bay Watershed storm drainage fee calculation to spread the fair share system costs per impervious acre over the various land uses is shown in **Table 4-8**. The fee methodology ensures that each land use only pays for their fair share of capacity in the storm drainage system based on the amount of impervious acres estimated for that land use.

New development accounts for approximately 11.08% of the buildout acres of impervious surface area therefore, new development is funding 11.08% of the total buildout storm drainage network valuation (11.08% of $222M which equals $24.6 million). This reflects the proportional share attributable to growth. Therefore, new development is projected to fund approximately $24.6 million of the total $65 million in programmed facility improvements. The remaining $40.4 million in required funding will be derived from a combination of other funding sources including but not limited to general fund contributions, special tax assessments and grants as shown in **Table 4-10**.

Section 5 IMPLEMENTATION AND ADMINISTRATION

IMPLEMENTATION

According to the California Government Code, prior to levying a new fee or increasing an existing fee, an agency must hold at least one open and public meeting with at least 30 days' notice. In addition, notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed.

At least ten days prior to the meeting, the agency must make data on infrastructure costs and funding sources available to the public. Notice of the time and place of the meeting and a general explanation of the matter are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall occur for ten days in a newspaper regularly published once a week or more. Two publications, with at least five days intervening between the dates of first and last publication not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the tenth day, including therein the first day.

The new or increased fees shall be effective no earlier than 60 days following the final action on the adoption or increase of the fees. Following adoption of the fees, the fees and supporting information must be placed on the City's website.

FEE PROGRAM ADMINISTRATIVE REQUIREMENTS

The Government Code requires the City to report every year and every fifth-year certain financial information regarding the fees. The City must make available within 180 days after the last day of each fiscal year the following information from the prior fiscal year:

1. Brief description of the type of fee in the account or fund
2. Amount of the fee
3. Beginning and ending balance in the account or fund
4. Amount of fees collected, and the interest earned during the previous year
5. Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been

collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

7. Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each loan will be repaid and the rate of interest the account will receive on the loan
8. Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

On October 11, 2023, California Governor Gavin Newson signed into law AB 516 which amended certain portions of the Mitigation Fee Act related to the annual and five-year reporting requirements. Under AB 516, Requirements 6 and 8 have been expanded to include the following:

6a. Identification of each public improvement identified in the previous report and whether construction began on the approximate date noted

6b. For previously identified projects that did not start construction on the approximate date in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction, if applicable

8a. For any refunds made, the number of persons or entities identified to receive those refunds

The City must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing any incomplete improvements.
4. Designate the approximate dates on which funding in item (3) above is expected to be deposited into the fee account.

As with the annual disclosure, the five-year report must be made public within 180 days after the end of the City's fiscal year and must be reviewed at the next regularly scheduled public meeting.

FEE ADJUSTMENT PROCEDURES

The City of Costa Mesa Storm Drainage fees may be adjusted periodically to reflect revised facility requirements, receipt of funding from alternative sources (i.e., state or federal grants), revised facilities or costs, changes in demographics, changes in the average unit square footage, or changes in the land use plan. In addition, the fees will be automatically updated each year on July 1st based on the percentage change in the California Construction Cost Index (CCI) from May of the previous year to the most recent May. The base index for the next update shall be the May 2026 CCI.

TIMING OF PAYMENT

Storm drainage fees will be collected pursuant to Title 15-71 of the City of Costa Mesa Municipal Code.

DESIGNATED RESIDENTIAL PROJECTS DEFERRED FEE PAYMENTS

California Senate Bill 937 (SB 937), which became effective on January 1, 2025, significantly delays the collection of fees for residential projects defined as "Designated Residential Development Projects." Specifically, SB 937 states that public agencies may not impose development impact fees on Designated Residential Development Projects until the project receives a Certificate of Occupancy or Temporary Certificate of Occupancy. Furthermore, local agencies may not charge interest on the delayed fee payments for such projects; rather, the fees must reflect the fee amount in place at the time the project's building permits are issued. In addition, the bill extends housing entitlements by 24 months for projects with entitlements issued prior to January 1, 2024, and set to expire on or before December 21, 2025.

SB 937 was designed to incentivize housing production by mitigating the effects of rising construction costs and interest rates, which hinder the financial feasibility of new housing projects. By deferring fee payments with zero interest, SB 937 can help to incentivize housing developers, who must demonstrate financial feasibility to investors and lending institutions before receiving necessary funding. Additionally, by extending entitlements, the bill allows developers more time to raise funding before constructing the project. By providing these incentives to developers, the bill strives to increase housing production, allowing local jurisdictions to fulfill their housing goals.

Housing projects must meet one of the following conditions to be considered a Designated Residential Development Project:

1. 100% of residential units (excluding the manager's unit) are reserved for low-income households.
2. The project meets the requirements regarding a Low Barrier Navigation Center Developments, per Government Code Section 65662.

3. The project is approved by a local government and meets all site-specific criteria, affordability criteria, and objective development standards pertaining to affordable housing developments located in commercial zones or mixed-income housing developments along commercial corridors, as specified by Article 2 (commencing with Section 65912.110) or Article 3 (commencing with Section 65912.120) of Chapter 4.1 of the Government Code.
4. The project is subject to a streamlined ministerial approval process, per Government Code Section 65913.4.
5. The project meets the criteria specified in the Affordable Housing on Faith and Higher Education Lands Act of 2023 (SB4)
6. The project is entitled to a Density Bonus, per Government Code Section 65915.
7. The project features 10 or fewer units.

Although fees are deferred for Designated Residential Development Projects until the project receives a Certificate of Occupancy or Temporary Certificate of Occupancy, it is important to note that public agencies may still collect utility service fees after receiving an application for utility services. In addition, developers may be required to pay development impact fees prior to the Certificate of Occupancy if construction does not commence within five years of the building permit issue date.

CREDITS AND REIMBURSEMENT POLICIES

The City may provide fee credits or reimbursements to developers who dedicate land or construct eligible facilities. Fee credits or reimbursements will be handled pursuant to Title 15-70 of the City of Costa Mesa Municipal Code.

PROGRAMMING REVENUES WITH THE CIP

The City should maintain its Capital Improvement Program (CIP) to adequately plan for future infrastructure needs. The CIP should commit all projected fee revenues and fund balances to specific projects that are necessary to serve growth. The CIP provides documentation necessary for the City to hold funds in a project account for longer than five years if necessary to collect sufficient funds to complete a project. In addition, the CIP is required per AB 602. This report outlines the projects that are to be funded with the fee program and details the CIP that will be adopted in conjunction with the fee study.

Table A-1 in **Appendix A** serves as the City's CIP list as required by AB 602, which includes the facilities discussed in the previous chapters. The City will use the CIP facilities identified in Appendix A to guide their five-year Capital Improvement Plan budgets based upon City needs and timing of securing adequate revenue and will update the anticipated date of construction in the CIP and the City's AB 1600 annual and five-year reports in accordance with Government Code 66002.

FEE REPORTING

Assembly Bill No. 1483, which became effective January 1, 2020, requires that public agencies make the following information available on their website. The following information must be provided:

1. A current schedule of fees, exactions, and affordability requirements imposed by the city, county, or special district, including any dependent special districts, of the city or county applicable to a proposed housing development project, which shall be presented in a manner that clearly identifies the fees, exactions, and affordability requirements that apply to each parcel.
2. All zoning ordinances and development standards, which shall specify the zoning, design, and development standards that apply to each parcel.
3. The list of information required to be compiled pursuant to Section 65940.
4. The current and five previous annual fee reports or the current and five previous annual financial reports, that were required pursuant to AB 1600.
5. An archive of impact fee nexus studies, cost of service studies, or equivalent, conducted by the city, county, or special district on or after January 1, 2018.

Any updates to the above information must be available within 30 days.

ACCESSORY DWELLING UNITS

An accessory dwelling unit (ADU) is a second unit that is attached or detached from a single-family home. Assembly Bill No. 881 approved on October 9, 2019, prohibits charging impact fees for an ADU that is less than 750 square feet. For an ADU that is 750 square feet or larger, storm drainage fees will not be assessed a storm drainage fee unless the parcel's impervious surface exceeds the impervious factor for the parcels land use as the impervious surface area is accounted for in the per acre fee.

SPECIALIZED DEVELOPMENT PROJECTS

The fees in this report may not apply to specialized development projects such as golf courses, cemeteries, sports stadiums, or other specialized land uses. For specialized development projects the City will review the development's impacts to determine the applicable fees. The fee rates presented in this Nexus Study may be reduced, exempted, or waived under certain circumstances as determined by the City. Any exemption or reduction in fees will be based on the City's independent analysis and review of the subject property.

Some developments may include more than one land use type. In these cases, the fee is calculated separately for each land use. The City has the discretion to impose the fees based on the specific aspects of a proposed development regardless of zoning. The fee imposed should be based on the land use type that most closely represents the impacts of the development.

REBUILD OR EXPANSION PROJECTS

The applicability of storm drainage fees for rebuild or expansion projects will be handled pursuant to Title 15-70 of the City of Costa Mesa Municipal Code.

Appendix A: Capital Improvement Plan (CIP)

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Table A-1: Capital Improvement Plan (CIP)

Facility	Total Cost	Fee Program Funding	Funding from Other Funding Sources [1]	Location	Description	Planned Timing
Santa Ana Watershed Facilities						
Harbor Blvd. Line N1	$ 1,511,757.88	$ 392,016.96	$ 1,119,740.91	N-1	Install 24 & 36 Inch RCP (w/ Surface Restoration)	2031
Watson Avenue Line N2	$ 1,760,864.86	$ 456,613.39	$ 1,304,251.46	N-2	Install 18-inch RCP (w/ Surface Restoration)	2033
McKinley Way Line N3	$ 3,708,777.44	$ 961,730.50	$ 2,747,046.93	N-3	Install 18, 30, & 36 Inch RCP (w/ Surface Restoration)	2033
Wimbledon Way Line N4	$ 1,656,265.63	$ 429,489.56	$ 1,226,776.07	N-4	Install 18 & 36 Inch RCP (w/ Surface Restoration)	2038
Iowa Street (Inlets Only) - East Side Line N4	$ 450,234.92	$ 116,751.32	$ 333,483.60	N-5	Install 18-inch RCP (w/ Surface Restoration)	2038
Gisler Ave Line N6	$ 613,751.14	$ 159,153.04	$ 454,598.10	N-6	Install 18-inch RCP	2033
Iowa Street - West Side Line N7	$ 75,387.50	$ 19,548.88	$ 55,838.62	N-7	Catch Basin Inlets (28' L)	2039
Mesa Verde Dr. Line N8	$ 1,038,999.40	$ 269,425.02	$ 769,574.39	N-8	Install 18-inch RCP (w/ Surface Restoration)	2033
Kornat Drive Line N9	$ 69,275.00	$ 17,963.84	$ 51,311.16	N-9	Catch Basin Inlets (21'L)	2039
Fairview Park, Upper Canyon SD. Line W1	$ 1,238,096.25	$ 321,053.22	$ 917,043.03	W-1	Install 18-inch RCP	2030
Canyon Storm Drain Line W2	$ 3,253,575.16	$ 843,691.09	$ 2,409,884.07	W-2	Install 24, 36 & 48 Inch RCP (w/ Surface Restoration)	2030
East Canyon Park Line W3	$ 1,274,215.81	$ 330,419.45	$ 943,796.36	W-3	Install 18, 24 & 36 Inch RCP (w/ Surface Restoration)	2031
16th St./Newport Blvd. Line W6	$ 1,098,031.03	$ 284,732.63	$ 813,298.41	W-6	Install 30-inch RCP (w/ Surface Restoration)	2038
19th & 18th Street SD Line W7 & W8	$ 2,381,577.96	$ 617,571.75	$ 1,764,006.21	W-7 & W-8	Install 18-inch RCP (w/ Surface Restoration)	2031
Fairview Channel South Model Line W9	$ 12,820,545.93	$ 3,324,521.44	$ 9,496,024.49	W-9	Install 18, 24, 42, & 48 Inch RCP (w/ Surface Restoration)	2034
West of Harbor Blvd. Line W10	$ 1,099,321.26	$ 285,067.20	$ 814,254.06	W-10	Install 18 & 24 Inch RCP (w/ Surface Restoration)	2037
North of Fairview Channel Line W11	$ 1,695,084.29	$ 439,555.70	$ 1,255,528.58	W-11	Install 18, 24, & 48 Inch RCP (w/ Surface Restoration)	2033
Regional Stormwater Quality Improvements Wilson Park	$ 2,538,000.00	$ 658,133.86	$ 1,879,866.14	Wilson Park	Water Quality Improvements to Meet MS4 Regulations	2035
Regional Stormwater Quality Improvements Canyon Park	$ 6,067,000.00	$ 1,573,245.92	$ 4,493,754.08	Canyon Park	Water Quality Improvements to Meet MS4 Regulations	2035
Hydrodynamic Separator - Placentia Avenue	$ 560,900.00	$ 145,448.10	$ 415,451.90	Placentia Avenue	Hydrodynamic Separator	2035
Corrugated Metal Pipe Replacement	$ 2,644,040.00	$ 685,631.31	$ 1,958,408.69	Various Locations	Replace Corrugated Metal Pipe Like in Kind to Retain Water Quality	Annually Completed by 2040
Subtotal Santa Ana Watershed Facilities	*$ 47,555,701.44*	*$ 12,331,764.18*	*$ 35,223,937.26*			
Newport Bay Watershed Facilities						
West Side Line E1N	$ 3,500,456.16	$ 1,338,277.52	$ 2,162,178.64	EN-1	Install 51 Inch RCP (w/ Surface Restoration) and Appurtenant Facilities	2032
La Salle Avenue Line E2N	$ 3,298,726.39	$ 1,261,153.17	$ 2,037,573.22	EN-2	Install 18, 24, 30, & 60 Inch RCP (w/ Surface Restoration)	2032
Drake Avenue Line E3N	$ 949,313.22	$ 362,936.85	$ 586,376.36	EN-3	Install 18 & 24 Inch RCP (w/ Surface Restoration)	2032
Santa Ana Ave. Central Line E1s	$ 18,519,864.76	$ 7,080,425.41	$ 11,439,439.35	ES-1	Install 18, 24, 36, 48, & 72 Inch RCP (w/ Surface Restoration)	2036
Northwest of E1s Line E2s	$ 3,620,480.35	$ 1,384,164.59	$ 2,236,315.75	ES-2	Install 18, 24, 36, & 42 Inch RCP (w/ Surface Restoration)	2033
Orange Ave/ Central Line E3s	$ 10,143,889.95	$ 3,878,163.10	$ 6,265,726.85	ES-3	Install 18, 42, 60, & 84 Inch RCP (w/ Surface Restoration)	2035
East side of Newport Coast Line E4s	$ 5,127,020.81	$ 1,960,137.88	$ 3,166,882.93	ES-4	Install 18, 24, 36, & 42 Inch RCP (w/ Surface Restoration)	2031
Del Mar Avenue Line E5s	$ 886,897.51	$ 339,074.38	$ 547,823.13	ES-5	Install 42-inch RCP (w/ Surface Restoration)	2037
Irvine Avenue Line E6s	$ 2,560,908.81	$ 979,074.31	$ 1,581,834.50	ES-6	Install 12, 18, & 24 Inch RCP (w/ Surface Restoration)	2038
E 18th Street Line E7s	$ 324,960.21	$ 124,237.22	$ 200,722.99	ES-7	Install 12 & 18 Inch RCP (w/ Surface Restoration)	2039
Pomona/17th Storm Drain - Local Alternatives Line W4	$ 6,356,678.06	$ 2,430,254.51	$ 3,926,423.55	W-4	Install 18 & 36 Inch RCP (w/ Surface Restoration)	2030
East of Harbor Blvd. Line W5	$ 1,542,318.94	$ 589,651.94	$ 952,667.00	W-5	Install 18 & 36 Inch RCP (w/ Surface Restoration)	2037
Regional Stormwater Quality Improvements - Lions Park	$ 2,924,000.00	$ 1,117,889.58	$ 1,806,110.42	Lions Park	Water Quaility Improvements to Meet MS4 Regulations	2035
Hydrodynamic Seperator - Harper Park/18th Street	$ 450,000.00	$ 172,041.83	$ 277,958.17	Harper Park/ 18th Avenue	Hydrodynamic Seperator	2035
Corrugated Metal Pipe Replacement	$ 4,793,180.00	$ 1,832,505.47	$ 2,960,674.53	Various Locations	Replace Corrugated Metal Pipe Like in Kind to Retain Water Quality	Annually Completed by 2040
Subtotal Newport Bay Watershed Facilities	*$ 64,998,695.17*	*$ 24,849,987.77*	*$ 40,148,707.40*			
Total Planned Storm Drainage Facilities	$ 112,554,396.61	$ 37,181,751.95	$ 75,372,644.66			

Notes:
1 Funding from other funding sources may include grant funding or general fund contributions.

ATTACHMENT 2

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ACCEPTING THE STORM DRAINAGE IMPACT FEE NEXUS STUDY AND ADOPTING THE SANTA ANA WATERSHED AND NEWPORT BAY WATERSHED STORM DRAINAGE IMPACT FEES FOR NEW DEVELOPMENT IN THE CITY OF COSTA MESA, ADOPTING A CAPITAL IMPROVEMENT PLAN AS PART OF THE NEXUS STUDY, ESTABLISHING THE FEE AMOUNTS, AND MAKING FINDINGS OF EXEMPTION PURSUANT TO CEQA

WHEREAS, California Government Code section 66000, *et seq.* enables cities to charge impact fees for storm drainage facilities; and

WHEREAS, section 15-65 of the Costa Mesa Municipal Code authorizes the City Council to, by resolution, establish a development impact fee program based on a capital improvement plan; and

WHEREAS, in 2006, by Ordinance No. 06-19, the City Council established a drainage impact fee program and the rate of the drainage impact fee based upon the Master Plan of Drainage Update and Drainage Fee Study; and

WHEREAS, the Drainage Impact Fees have not been updated since 2006; and

WHEREAS, the City Council accepted Phase 1 of the Storm Drain System Master Plan Update on October 15, 2024 including the Existing Conditions Assessment Report (ECAR) and the Proposed Drainage & Water Quality Improvements Report, both dated October 2024; and

WHEREAS, the City has determined that existing storm drainage facilities are reaching capacity and that the City requires a cost-effective and efficient way of serving future residents and employees while maintaining adopted levels of service; and

WHEREAS, the City desires to charge the Newport Bay Watershed and Santa Ana Watershed Impact Fees upon development projects to ensure that new development contributes its fair share to storm drainage facilities in the City consistent with the City's adopted standards; and

WHEREAS, the City contracted with Harris & Associates to perform a study for the Storm Drain Impact Fees demonstrating the reasonable relationship between the need for the fee and the type of development on which the fee will be imposed and determining

the amount of the fee based on the reasonable relationship between the fee and the type of development project on which the fee will be imposed; and

WHEREAS, Harris & Associates prepared and submitted a Storm Drainage Impact Fee Nexus Study, dated February 2026, attached hereto as Attachment C and incorporated herein by reference as the "Nexus Study"; and

WHEREAS, the Nexus Study substantiates a methodology that will charge each new development project only for the costs necessary to mitigate the impacts expected to be caused by that development project; and

WHEREAS, there is a reasonable relationship and an essential nexus between the Storm Drain Impact Fees and the development projects on which the Fees will be imposed because the Fees will only fund costs necessitated by each new development; and

WHEREAS, the Storm Drain Impact Fees will not exceed the estimated reasonable cost of providing the land and facilities for which the Fees are imposed; and

WHEREAS, the Storm Drain Impact Fees will not be levied, collected or imposed for general revenue purposes, but are levied specifically to fund drainage facilities of the types set forth in the Nexus Study; and

WHEREAS, pursuant to Government Code sections 66016, 66016.5, 66018, 66019, and 6062a, the City must adopt the updated Storm Drain Fees only after notice and public hearing; and

WHEREAS, pursuant to Government Code sections 66002, 66016.5, 66018, 66019, 6062a, a notice of a public hearing on the proposed fee schedule and the adoption of the Nexus Study, including the Storm Drain Impact Fee and Capital Improvement Plan, was published in the Daily Pilot, a newspaper of general circulation; and

WHEREAS, pursuant to Government Code Sections 66019 and 66016.5, notice of the time and place of the meeting, including a general explanation of the matters to be considered and a statement that required data is available was mailed at least thirty (30) days prior to the meeting to those members of the public who filed a written request with the City; and

WHEREAS, at least ten (10) days prior to the public hearing referenced above, the City made available for public inspection information required under Government Code section 66000, *et seq.*; and

WHEREAS, a primary purpose of this resolution is to accept the Storm Drainage Impact Fee Nexus Study as part of the adopted Storm Drain System Master Plan Update; to adopt the Newport Bay Watershed and Santa Ana Watershed Impact Fees funding the drainage facilities identified in the Master Plan Update; and to adopt the Capital Improvement Plan as part of the Nexus Study; and

WHEREAS, the Newport Bay Watershed and Santa Ana Watershed Impact Fees are necessary because new development increases the need for drainage facilities within each respective watershed in the City of Costa Mesa, and the City drainage system will be burdened by the demands of conveying and discharging the additional stormwater runoff from the additional impervious surfaces due to new commercial, industrial, and residential uses; and

WHEREAS, The City Council has reviewed and considered the Storm Drainage impact fees established herein, and finds that the fees will mitigate some of the impacts associated with additional and increased infrastructure, capital improvements, and City services necessitated by new development in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1. The City Council hereby finds that:

a. The foregoing recitals are true and correct and are incorporated herein by reference.

b. The purpose of the drainage impact fee is to fund storm drainage improvements including conveyance pipelines, hydrodynamic separators and regional stormwater quality improvements within the Newport Bay and Santa Ana Watersheds within City of Costa Mesa which are directly related to the incremental increase in stormwater runoff as a result of the development of new commercial, industrial and residential uses.

c. The fee will be used to fund drainage improvements within the Newport Bay and Santa Ana Watersheds within the City of Costa Mesa as identified in the Storm Drain System Master Plan.

d. There is a reasonable relationship between the drainage impact fee's use and the development projects on which the fee is imposed because the storm drainage facilities funded by the fee are needed to accommodate the incremental new stormwater runoff generated by the increase in impervious acres as a result of the development of new commercial, industrial and residential uses upon which the fee is imposed.

e. There is a reasonable relationship between the need for the drainage facilities and the development of new commercial, industrial and residential projects upon which the fee is imposed because the new development projects paying the fee will receive a direct benefit from the drainage facilities funded by the fee; the drainage facilities funded by the fee will increase the storm drainage system capacity in the storm drainage watershed directly burdened by the increase in impervious surface generated by new development projects upon which the fee is charged; the cost of storm drainage facilities attributed to existing deficiencies, existing land uses and population, excess and reserve capacity, and regional storm drainage needs have been excluded from the fee calculation, and such costs are not included in the fee to be paid by the development.

f. There is a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed because the fee is imposed based on the impervious acres each development incrementally adds to the storm drainage watershed in proportion to the total impervious acres within the storm drainage watershed. Calculating the fee based on total system facilities, ensuring that each land use only pays for their fair share of capacity in the storm drainage system based on the amount of impervious acres for that land use.

Section 2. The City Council hereby approves the Storm Drainage Impact Fee Nexus Study prepared by Harris & Associates and dated February 2026, and the findings contained therein. A copy of the 2026 Nexus Study shall be on file with the City Clerk and available during regular City business hours for public inspection.

Section 3. The City Council of the City of Costa Mesa hereby adopts the storm drainage impact fees for the Newport Bay Watershed and Santa Ana Watershed as follows:

a. The Newport Bay Watershed drainage impact fee shall be a fee of $95,015 per new impervious acre generated by all new commercial, industrial and residential developments. A detailed breakdown of the fee per land use is included as Attachment A and incorporated by this reference.

b. The Santa Ana Watershed drainage impact fee shall be a fee of $109,809 per new impervious acre generated by all new commercial, industrial and residential developments. A detailed breakdown of the fee per land use is included as Attachment B and incorporated by this reference.

c. The storm drainage impact fees shall be effective on the later of: (i) the 60th day following the adoption of this Resolution; or (ii) the effective date of Ordinance No. 26-XXXX.

d. The storm drainage impact fees established pursuant to this resolution shall be collected and administered in accordance with all requirements of California Government Code section 66000, *et seq.*, the Costa Mesa Municipal Code and prior resolutions of the City Council.

Section 4. The City Council hereby finds that adoption of the Nexus Study and the Storm Drain Capital Improvement Plan for the Santa Ana and Newport Bay Watersheds ("Capital Improvement Plan"), which serves as the Capital Improvement Program required by Government Code section 66016.5, and related amendments to the Storm Drain Impact Fees does not constitute a "project" under the California Environmental Quality Act ("CEQA") pursuant to Public Resources

Code section 21065 and CEQA Guidelines section 15378. While CEQA requires environmental review to occur at the earliest feasible stage, CEQA does not require review of actions that are speculative, conceptual, or preliminary in nature and that do not commit the City to a definite course of action that may result in a physical change in the environment.

The Nexus Study and Capital Improvement Plan are planning-level fiscal and policy documents that identify conceptual public facility needs and provide general cost estimates for long-range capital planning, budgeting, and rate-setting purposes only. Adoption of the Nexus Study and Capital Improvement Plan do not approve, fund, or authorize construction of any specific capital improvement project; do not establish final project descriptions, locations, designs, construction methods, phasing, or schedules; and do not commit the City to proceed with any particular project identified in the CIP. The City retains full discretion to modify, defer, redesign, relocate, or decline to pursue any project listed in the Capital Improvement Plan. Accordingly, adoption of the CIP does not represent a commitment to a definite course of action within the meaning of CEQA and does not result in any direct or reasonably foreseeable indirect physical change to the environment.

Even if adoption of the Nexus Study, Capital Improvement Plan, or fee amendments were considered a “project” for purposes of CEQA, then consistent with CEQA Guidelines section 15378(b)(4), adoption of the CIP and fee amendments constitutes the establishment of a government funding mechanism and long-range fiscal planning tool. Section 15378(b)(4) provides that a “project” does not include fiscal activities or administrative actions that do not involve any commitment to a specific project or physical development. The CIP functions solely to inform budgeting, financial planning, and infrastructure funding decisions and does not authorize or entitle any physical development.

The Nexus Study and Capital Improvement Plan also qualify as a feasibility and planning study that is exempt from CEQA under CEQA Guidelines section 15262, as it evaluates potential public facility needs and funding strategies at a conceptual level, prior to the City's approval, adoption, or funding of any specific capital improvement project. Environmental review at this stage would be premature and speculative, as the City lacks sufficient project-level detail to meaningfully analyze environmental impacts or alternatives.

In addition, because the Nexus Study and Capital Improvement Plan are prepared in connection with the establishment and adjustment of fees and rates to finance public facilities, adoption of these documents and related fee amendments is exempt under CEQA Guidelines section 15273. Section 15273 recognizes that public agencies must be able to engage in fiscal planning and establish funding mechanisms to meet infrastructure and capital financing needs without triggering CEQA review before any specific project has been approved or defined.

The City further finds that adoption of the Nexus Study and Capital Improvement Plan expressly reserves full discretion to the City Council and other decision-making bodies to approve, deny, modify, or pursue alternatives for any individual capital project identified in the Capital Improvement Plan, including alternative designs, locations, phasing, or funding approaches. No construction, ground-disturbing activity, or irreversible commitment of resources will occur unless and until the City takes separate future discretionary actions to approve a specific project, following appropriate environmental review under CEQA. Adoption of the Capital Improvement Plan does not limit the range of alternatives available to the City or predetermine the outcome of any future CEQA analysis.

Finally, the City Council finds that the action is exempt under the common sense exemption set forth in CEQA Guidelines section 15061(b)(3), because it can be seen with certainty that adoption of the Nexus Study, Capital Improvement Plan, and related fee amendments, by themselves, have no possibility of resulting in a

significant effect on the environment. Any future capital improvement projects would be subject to separate discretionary approvals and environmental review in accordance with CEQA and City practice.

Section 5. The City Council hereby adopts the Capital Improvement Plan, attached as Appendix A to the 2026 Nexus Study, as a part of the 2026 Nexus Study.

Section 6. The City Council hereby authorizes an automatic annual adjustment to the storm drainage impact fees every year starting on July 1, 2027. Each year, the fees shall be updated based on the percentage change in the California Construction Cost Index (CCI) from May of the previous year to the most recent May. The base index for the first adjustment will be the May 2026 CCI.

PASSED AND ADOPTED this 7th day of April, 2026.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

ATTACHMENT 2

THIS PAGE IS RESERVED FOR CITY CLERK'S OFFICE

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2026-___ and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 7th day of April, 2026, by the following roll call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ___ day of _____, 2026.

_____
Brenda Green, City Clerk

ATTACHMENT 2

ATTACHMENT A

REFERENCE: STORM DRAINAGE IMPACT FEE NEXUS STUDY 2026

Land Use	Newport Bay Watershed Fee	Program Administration Fee	Total Newport Bay Watershed Fee
Fee per Impervious Acre	$ 90,490	$ 4,525	$ 95,015
Residential (Fee per Acre)			
Low Density Residential	$ 45,245	$ 2,262	$ 47,507
Medium Density Residential	$ 63,343	$ 3,167	$ 66,510
High Density Residential	$ 72,392	$ 3,620	$ 76,012
Non-Residential (Fee per Acre)			
Commercial	$ 81,441	$ 4,072	$ 85,513
Industrial	$ 81,441	$ 4,072	$ 85,513

NOTE: Fees increase annually based on the percentage change of the California Construction Cost Index from May, of the previous year, to the most recent May.

ATTACHMENT 2

ATTACHMENT B

REFERENCE: STORM DRAINAGE IMPACT FEE NEXUS STUDY 2026

Land Use	Santa Ana Watershed Fee	Program Administration Fee	Total Santa Ana Watershed Fee
Fee per Impervious Acre	$ 104,580	$ 5,229	$ 109,809
Residential (Fee per Acre)			
Low Density Residential	$ 52,290	$ 2,615	$ 54,905
Medium Density Residential	$ 73,206	$ 3,660	$ 76,866
High Density Residential	$ 83,664	$ 4,183	$ 87,847
Non-Residential (Fee per Acre)			
Commercial	$ 94,122	$ 4,706	$ 98,828
Industrial	$ 94,122	$ 4,706	$ 98,828

NOTE: Fees increase annually based on the percentage change of the California Construction Cost Index from May, of the previous year, to the most recent May.

ATTACHMENT 2

ATTACHMENT C

STORM DRAINAGE IMPACT FEE NEXUS STUDY, FEBRUARY 2026

ATTACHMENT 3

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING CHAPTER III OF TITLE 15 OF THE COSTA MESA MUNICIPAL CODE RELATING TO DRAINAGE AND MAKING FINDINGS OF EXEMPTION UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, the City of Costa Mesa prepared and adopted a comprehensive 2006 Master Plan of Drainage Update that included a 20-year Capital Improvement Plan (CIP) Priority List for storm drain improvements to identify needed drainage facility improvements throughout the City and estimate the costs thereof; and

WHEREAS, the City of Costa Mesa's current Drainage Impact Fees are based on the 2006 20-year Capital Improvement Plan (CIP) Priority List for storm drain improvements; and

WHEREAS, the City Council determined that an update of the Master Plan of Drainage was necessary and the existing drainage fee and drainage fee provisions of the Municipal Code should be revised and updated to create a more appropriate fee structure for new development, redevelopment, and construction; and

WHEREAS, the City Council accepted Phase 1 of the Storm Drain System Master Plan Update on October 15, 2024, which included the Existing Conditions Assessment Report and the Proposed Drainage & Water Quality Improvements, dated October 2024; and

WHEREAS, on April 7, 2026, the City Council held a duly noticed open and public meeting regarding the adoption of the proposed updated Storm Drainage Impact Fee Nexus Study, to complete the Storm Drain System Master Plan Update, as required by Government Code sections 66016, 66017, and 66018; and

WHEREAS, the amount of each fee has been determined and calculated in a manner consistent with the California's Mitigation Fee Act and any applicable finance plan; and

WHEREAS, the effective date of a resolution that establishes the initial amount or increase of a fee is to be determined in accordance with California Government Code section 66017; and

WHEREAS, all other prerequisites to the adoption of this Ordinance, the approval of the Storm Drainage Impact Fee Nexus Study dated February 2026, and the proposed updated Storm Drainage Impact Fees as specified by the Mitigation Fee Act (Cal. Gov. Code § 66000, *et seq.*) and other applicable laws, have been satisfied.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter III of Title 15 of the Costa Mesa Municipal Code is hereby amended to read as follows:

§ 15-64 Storm Drain System Master Plan identified.

The City has adopted and now has in effect a Storm Drain System Master Plan, which has been, after notice and public hearing, revised from time to time and which was adopted pursuant to Title 7, Chapter 3, Article 8, section 65450, *et seq.*, California **Government Code**. The official copy of the current Storm Drain System Master Plan is on file in the Office of the City Engineer at 77 Fair Drive, Costa Mesa, California, and any reference in this chapter to the Storm Drain System Master Plan shall be to the reports, maps, plats, plans, specifications and other materials constituting said Storm Drain System Master Plan as on file at the above address. The terms of this chapter shall apply to all of the drainage facilities now in place within the City, as well as drainage facilities described and set forth in the Storm Drain System Master Plan and as may be required periodically by the City Engineer.

§ 15-65 Drainage fees established.

Development of, or construction on, property within the City will require construction of additional drainage facilities, as set forth in the Storm Drain System Master Plan and its Storm Drainage Impact Fee Nexus Study report and/or as may be identified periodically by resolution of the City Council or as may be imposed as a condition of development approval by the City Engineer. Drainage fees are hereby established for the Newport Bay Watershed and the Santa Ana Watershed. Drainage fees for the Newport Bay Watershed and the Santa Ana Watershed are to be set periodically by resolution of the City Council,

which fees shall be tiered to take into account the intensity of development proposed for the property. The fee tiers shall be as follows: low-density residential; medium-density residential; high-density residential; and commercial/industrial. The drainage fees for each drainage shed shall be imposed on a pro rata, per acre basis upon any parcel or other piece of property for which an owner, developer or other applicant has requested approval to develop or redevelop, or to construct or reconstruct any structure upon such property pursuant to Chapter 15-70, prior to, and as a condition of approval being granted for such development or construction.

§ 15-66 Storm Drainage Watershed Funds

The funds collected hereunder shall be deposited in two separate funds which shall be known as the "Santa Ana Watershed Drainage Fund" and the “Newport Bay Watershed Drainage Fund”. In the case of land development subject to the Subdivision Map Act, the drainage fee for the appropriate watershed, as defined in the adopted Storm Drain System Master Plan and its Storm Drainage Impact Fee Nexus Study, shall be collected, deposited and expended in accordance with sections 66483 through 66483.2 of the California **Government Code**, in addition to the provisions set forth below, and all other applicable laws of the state. In the case of any development, redevelopment, construction, or reconstruction not subject to the Subdivision Map Act, the drainage fee for the appropriate watershed shall be collected, deposited and expended in accordance with sections 66000 through 66008 of the California **Government Code**, in addition to the provisions set forth below, and all other applicable laws of the state.

§ 15-67 Required Construction.

(a) Whenever a development is planned in a location where the Storm Drain System Master Plan or condition of approval calls for a storm drain and the applicant or developer is required to construct the storm drain upon a public right-of-way or on private property to be dedicated as a public right-of-way, the applicant or developer shall be required to post appropriate bonds to cover the estimated construction cost of the storm drain and submit copies of bid prices to the City Engineer prior to construction. Any and all such bonds shall be exonerated upon acceptance of construction by the City Engineer.

(b) If the City Engineer determines that additional drainage facilities are required in order to adequately provide for drainage, the City Engineer may require, as a condition of approval, the construction of those facilities for the detention of stormwater or such other means as may be necessary to provide adequate drainage of a particular property without adversely affecting adjacent properties or the City's drainage system.

(c) Notwithstanding anything provided in this section 15-67 or elsewhere in this Chapter III, any construction of drainage facilities required to be constructed prior to issuance of development approval shall be in addition to, and not in lieu of, imposition of the drainage fee applicable to that property. Facilities included in the Storm Drain System Master Plan may be eligible for credit and/or reimbursement pursuant to this chapter.

§ 15-68 Fee refund.

If a building permit expires without commencement of construction or a subdivision or parcel map is abandoned prior to final approval, then the applicant or developer shall be entitled to a refund, without interest, of the impact fee paid as a condition for its issuance, except that the City may retain the actual administrative costs incurred on behalf of said applicant or developer, in accordance with section 66014 of the California Government Code. The fee payer must submit a written request for a refund to the City Engineer within 30 calendar days of the expiration of the permit. Failure to submit the required application for refund in a timely manner shall constitute a waiver of any right to the refund.

§ 15-69 Use of funds.

The money obtained through payment of drainage fees as provided for in this chapter may be used by the City to defray the cost of constructing storm drains and related facilities as identified in the Storm Drain System Master Plan. The City may incur indebtedness for the construction of any drainage facility and utilize either of the drainage fee funds for repayment.

§ 15-70 Fees to connect to existing facilities.

Subject to the provisions of section 66013 of the California Government Code, applicants requesting connection with existing drainage facilities shall be required to pay the drainage fee as provided for in this chapter.

§ 15-71 Applicability of fees.

Drainage fees shall be imposed in the following cases:

(a) For low density residential uses, any improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds 50% of the gross acreage of the parcel is subject to a drainage fee for the exceeding impervious acreage. The applicable drainage fee shall be calculated pursuant to the following formula:

Fee = (Impervious area exceeding 50% of the gross parcel acreage) **X** (Fee per Impervious Acre)

(b) For medium density residential uses, any improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds 70% of the gross acreage of the parcel is subject to a drainage fee for the exceeding impervious acreage. The applicable drainage fee shall be calculated pursuant to the following formula.

Fee = (Impervious area exceeding 70% of the gross parcel acreage) **X** (Fee per Impervious Acre)

(c) For high density residential uses, any improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds 80% of the gross acreage of the parcel is subject to a drainage fee for the exceeding impervious acreage. The applicable drainage fee shall be calculated pursuant to the following formula.

Fee = (Impervious area exceeding 80% of the gross parcel acreage) **X** (Fee per Impervious Acre)

(d) For commercial and industrial uses, any improvement, addition or major alteration to an existing structure or construction of an accessory structure, in any form, where the aggregate gross impervious percentage of the parcel as a result of such improvement exceeds 90% of the gross acreage of the parcel is subject to a drainage fee for the

exceeding impervious acreage. The applicable drainage fee shall be calculated pursuant to the following formula.

Fee = (Impervious area exceeding 90% of the gross parcel acreage) **X** (Fee per Impervious Acre)

(e) For development of vacant land, any improvement or construction is subject to a drainage fee. The applicable drainage fee shall be calculated pursuant to the following formula.

Fee = (Gross Parcel Acreage) **X** (Land Use Impervious Factor) **X** (Fee per Impervious Acre)

(f) For land use changes, where the impervious factor for the future land uses as identified in the Storm Drain System Master Plan is greater than the impervious factor of the existing land use as identified in the Storm Drain System Master Plan.

Fee = (Drainage Fee per Acre of Future Land Use – Drainage Fee per Acre of Existing Land Use) **X** (Gross Property Acreage)

Drainage fees shall not be imposed in the following cases:

(a) For accessory dwelling units (ADU) less than 750 square feet.

(b) For reconstruction of existing structures in the event of a disaster where the reconstruction does not increase the impervious area of the parcel.

(c) For land use changes where the impervious coefficient for the future land use as identified in the Storm Drain System Master Plan is less than the impervious coefficient of the existing land use.

§ 15-72 Deposit of fees.

Subject to the provisions of the Subdivision Map Act or sections 66000 through 66007 of the California **Government Code**, as applicable, a drainage fee paid in accordance with this chapter shall be deposited in the appropriate watershed drainage fund prior to the approval of the final tract or parcel map in the case of recorded map developments and at the issuance of a building permit in all other instances, except for residential

developments expressly permitted by Government Code section 66007 to pay such fees at issuance of a certificate of occupancy or final inspection, whichever first occurs.

§ 15-73 Private facilities.

Fees provided for, and the expenditures to be made from, the Drainage Fee Fund are to be applicable to those facilities as provided for in the Storm Drain System Master Plan. Drainage facilities necessary within any development by reason of requirements of the City or the Uniform Building Code shall be at the sole expense of the developer, and funds obtained as provided for in this chapter shall not be expended therefore.

§ 15-74 Credits, Reimbursement & Reductions.

A. Whenever the conditions of approval of a development project require direct construction of a public storm drainage facility (see section 15-67) described or listed in the Storm Drain System Master Plan, a credit or reimbursement, as applicable, shall be given against the development impact fee, which would have been charged to the development project under the program, for actual construction costs incurred by the developer, up to the cost included in the Storm Drain System Master Plan. The reimbursement and/or credit amount shall not include any improvements the City can require from the development project under the Subdivision Map Act, or the portion of the improvement deemed to be an on-site improvement that is not included in the Storm Drain System Master Plan.
B. A developer may be allowed a reduction in fees from the drainage fee requirements of this chapter if the developer enters into a development agreement with the City pursuant to which drainage fees are assessed to the developer, or equivalent or comparable improvements are constructed and implemented by the developer.
C. No refund or payment shall be due to an applicant in the event that the impervious coefficient for the future land use as identified in the Storm Drain System Master Plan is less than the impervious coefficient of the existing land use.
D. State law. The City will comply with any fee reduction or fee adjustment requirements imposed by state law.

§ 15-75 Appeals

A. A developer subject to the drainage fees required by this chapter for a particular project may apply to the City Council for: (a) a fee adjustment based upon a showing of substantial evidence of a lesser impact upon the level of service; or (b) a land use category adjustment based upon a showing of substantial evidence that another land use category is more appropriate for a particular development. The written appeal and the applicable appeal fee must be filed with the City Clerk's Office, prior to the issuance of building permit. The City Council shall establish the appeal fee by Resolution. The appeal shall state in detail the factual basis for the request for adjustment.

B. The City Council shall consider the appeal at a public meeting to be held within 60 calendar days after the appeal application has been filed. The decision of the City Council shall be final. The decision of the City Council shall be in writing and shall be mailed to the applicant.

C. If an adjustment is granted pursuant to this section, any subsequent change or intensification of the use or uses of the property or any expansion of the structures on the property, shall invalidate the adjustment, and the applicant shall be subject to the development impact fee requirement applicable to the entire development based on the fee in effect at the time of the change or expansion, less any amount previously paid.

D. If an adjustment is not granted pursuant to this section, then upon the payment of the required fees, the City shall provide the applicant a written notice of the amount of the fees or a description of the dedications, reservations, or other exactions, and shall also provide notification that the 90-day protest period has begun, pursuant to Government Code section 66020.

Section 3. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies

and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

Section 4. The City Council finds that adoption of this ordinance is not a "project" under the California Environmental Quality Act, but even if it were, consistent with CEQA Guidelines section 15378(b)(4), adoption of the ordinance constitutes the establishment of a government funding mechanism and long-range fiscal planning tool. Section 15378(b)(4) provides that a "project" does not include fiscal activities or administrative actions that do not involve any commitment to a specific project or physical development.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with section 36933 of the Government Code.

PASSED AND ADOPTED this 21st day of April 2026.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR THE CITY CLERK'S OFFICE.

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2026-xx was duly introduced for first reading at a regular meeting of the City Council held on the 7th day of April 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 21st day of April, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 21st day of April 2026.

_____
Brenda Green, City Clerk

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-207 **Meeting Date:** 4/7/2026

TITLE:

ADOPTION OF AN ORDINANCE AMENDING TITLE 13 OF THE MUNICIPAL CODE TO REZONE SIXTH CYCLE (2021-2029) HOUSING ELEMENT SITES AND IMPLEMENT HOUSING ELEMENT PROGRAMS TO COMPLY WITH STATE LAW, A CONFORMING CODE AMENDMENT TO TITLE 9 OF THE MUNICIPAL CODE, AND A RESOLUTION FOR ADOPTION OF FEES ASSOCIATED WITH NEW PROCESSES - PCTY-25-0008 AND FINDING OF EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

PRESENTED BY: **MELINDA DACEY, PRINCIPAL PLANNER AND ANNA MCGILL, ADVANCE PLANNING MANAGER**

CONTACT INFORMATION: **MELINDA DACEY (714) 754-5611**

RECOMMENDATION:

Staff recommends the City Council find that the following actions statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.085(a) (Senate Bill 131); and

Staff recommends that the City Council adopt Ordinance No. 2026-XX to amend Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to rezone Sixth Cycle (2021-2029) Housing Element sites and implement specific Housing Element programs (Attachment 1); and

Staff recommends the City Council adopt Ordinance No. 2026-XX to amend Title 9 of the Costa Mesa Municipal Code (Licenses and Business Regulations) Article 23 for consistency with amendments to Chapter XVI of Title 13 (Planning, Zoning, and Development) (Attachment 3); and

Staff recommends the City Council adopt Resolution No. 2026-XX establishing fees for new development review processes for housing projects (Attachment 4).

Item #: 26-207

Meeting Date: 04/07/2026

TITLE: ADOPTION OF AN ORDINANCE AMENDING TITLE 13 OF THE MUNICIPAL CODE TO REZONE SIXTH CYCLE (2021-2029) HOUSING ELEMENT SITES AND IMPLEMENT HOUSING ELEMENT PROGRAMS TO COMPLY WITH STATE LAW, A CONFORMING CODE AMENDMENT TO TITLE 9 OF THE MUNICIPAL CODE, AND A RESOLUTION FOR ADOPTION OF FEES ASSOCIATED WITH NEW PROCESSES – PCTY-25-0008 AND FINDING OF EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: MELINDA DACEY, PRINCIPAL PLANNER AND ANNA MCGILL, ADVANCE PLANNING MANAGER

CONTACT INFORMATION: MELINDA DACEY (714) 754-5611

RECOMMENDATION:

1. Staff recommends the City Council find that the following actions statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.085(a) (Senate Bill 131); and

2. Staff recommends that the City Council adopt Ordinance No. 2026-03 to amend Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to rezone Sixth Cycle (2021-2029) Housing Element sites and implement specific Housing Element programs (Attachment 1); and

3. Staff recommends the City Council adopt Ordinance No. 2026-04 to amend Title 9 of the Costa Mesa Municipal Code (Licenses and Business Regulations) Article 23 for consistency with amendments to Chapter XVI of Title 13 (Planning, Zoning, and Development) (Attachment 3); and

4. Staff recommends the City Council adopt Resolution No. 2026-XX establishing fees for new development review processes for housing projects (Attachment 4).

BACKGROUND:

On February 9, 2026, the Planning Commission considered and recommended the City Council approve proposed Zoning Code and North Costa Mesa Specific Plan amendments to rezone Housing Element sites through an updated Mixed-Use Overlay District (MUOD) to allow residential development on Housing Element sites, and other Zoning Code amendments to implement specific Housing Element programs, encourage and facilitate housing development, and comply with State law. As part of their

motion, the Planning Commission also directed staff to honor the requests of several property owners that requested their sites be removed from the Housing Element sites inventory and to be excluded from the MUOD.

- February 9, 2026, Agenda Report and Attachments: https://costamesa.legistar.com/LegislationDetail.aspx?ID=7869925&GUID=46ADE2E0-93B1-4307-BB85-FCF45BA3A0C2

At its regular meeting of March 17, 2026, the City Council conducted a legally noticed public hearing and introduced for first reading an ordinance amending Costa Mesa Municipal Code Title 13 to rezone Sixth Cycle (2021-2029) Housing Element sites and implement specific Housing Element programs. The City Council subsequently introduced for first reading an additional ordinance to amend Title 9 of the Costa Mesa Municipal Code (Licenses and Business Regulations) Article 23 for consistency with amendments to Chapter XVI of Title 13.

- March 17, 2026, Agenda Report and Attachments: https://costamesa.legistar.com/LegislationDetail.aspx?ID=7949569&GUID=A43BC48B-BB4A-4B37-9245-5F818392F704

The City Council unanimously introduced for first reading by title only, Ordinance No. 2026-XX to amend Costa Mesa Municipal Code Title 13 and proposed non-substantive revisions to the exception language within section 13-83.58(b)(3) as recommended by the Planning Commission to include 17 sites where property owners requested removal of their sites from the Housing Element identified in the General Plan Amendment (PSPA-26-0001) and included 3333 Susan Street (unique ID 196). Additional revisions included within the City Council's motion included the removal of parking minimums for MUOD projects in Table 13-83.58-A and allow flexibility in the open space standards in Table 13-83.58-B. The specific direction provided on the open space development standards was to allow the option for private open space requirements to be achieved through common and/or publicly accessible open space and common open space requirement could be achieved through publicly accessible open space. In the same motion the City Council introduced for first reading by title only, Ordinance No.2026-XX to amend Costa Mesa Municipal Code Title 9.

Finally, the City Council reviewed, discussed, and heard public comment on draft Resolution No. 2026-XX establishing fees for new development review processes for housing projects. The City Council directed staff to return with the draft Resolution No. 2026-XX (including staff recommended fees) for City Council adoption on April 7, 2026. The draft Resolution is included as Attachment 4.

ANALYSIS:

Ordinance No. 2026-XX and Ordinance No. 2026-XX are included as Attachment 1 and Attachment 3 to this report. The Ordinances are being presented for final adoption. If approved, the Ordinances would become effective on the 31st day after adoption. Ordinance No. 2026-XX (Attachment 1) includes the substantive revisions requested by the City Council on March 17, 2026, which include the following text that has been added to the Ordinance shown in red underlined on the following page for ease, and are also provided in Attachment 5.

Section 13-83.58(b)(3)

(3) **Exception.** The provisions of this Section shall not apply to residential projects, ~~or~~ mixed-use projects, or other projects ~~having residential units~~ located within the boundaries of the Fairview Developmental Center Specific Plan or any of the following properties identified in Table B-6 of the Housing Element by address or APN:

- 610 W. 18th St. (HE Site 96)
- 3390 Harbor Blvd. (HE Site 134)
- 3390 Harbor Blvd. (HE Site 136)
- 3315 Fairview Rd. (HE Site 137)
- 1201 S. Coast Dr. (HE Site 138)
- 3400 Bristol St. (HE Site 139)
- 685 Sunflower Ave. (HE Site 140)
- 3410 Bristol St. (HE Site 141)
- 3333 Bristol St. (HE Site 145)
- APN: 412-491-11 (HE Site 146)
- 3333 Bristol St. (HE Site 147)
- 2180 Harbor Blvd. (HE Site 194)
- 2180 Harbor Blvd. (HE Site 195)
- APN: 140-041-83 (HE Site 198)
- 3333 Susan St. (HE Site 196)
- 1590 Adams Ave. (HE Site 203)
- 1590 Adams Ave. (HE Site 204)
- 3420 Bristol St. (HE Site 205)

Section 13-83.58(h)(2), Table 13-83.58-A. Off-Street Parking Standards for Residential Uses

TABLE 13-83.58-A. OFF-STREET PARKING STANDARDS		
Dwelling Unit Type	**Minimum Off-Street Parking Requirement**	**Minimum Off-Street Guest Parking Requirement**
Studio or 1-bedroom unit	No minimum	0.25 space per unit
2 or more bedrooms per unit	No minimum	0.25 space per unit

Section 13-83.58(h)(3), Table 13-83.58-B. Development Standards

OPEN SPACE STANDARDS		ADDITIONAL PROVISIONS
Usable common residential open space[4]	Total area equivalent to min. 30% of lot	Or as provided in an applicable Specific Plan
Usable private open space[5]	Min. 100 sq. ft./unit provided on the ground floor for dwelling units located on the ground floor, and min. 50 sq. ft./unit provided for dwelling units located above the ground floor	Or as provided in an applicable Specific Plan
Publicly accessible open space	Total area equivalent to min. 5% of commercial gross floor area for developments with a commercial gross floor area greater than 100,000 sq. ft.	

1 Based on the currently adopted Housing Element Sites Inventory
2 Only applicable to Lower-Income Housing Element Sites and inclusive of Accessory Dwelling Units.
3 Minimum setbacks shall apply to all portions of a building or structure. Maximum setbacks along public streets shall only apply to a building or structure's ground floor, with exceptions for driveways, walkways, and open space.
4 Up to 50 percent of the required usable common residential open space may be substituted by publicly accessible open space.
5 Up to 50 percent of the required usable private open space may be substituted by usable common residential and/or publicly accessible open space.

The edits shown above address the City Council's direction received on March 17, 2026.

ENVIRONMENTAL DETERMINATION

On November 15, 2022, the Costa Mesa City Council adopted Resolution No. 2022-67, certifying and adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program that analyzed the candidate housing sites for the 6th Cycle (2021-2029) Housing Element. The Mitigated Negative Declaration provided environmental clearance for the adoption of the Housing Element but did not study and mitigate the potential impacts of the rezoning actions. On July 1, 2025, a new statutory CEQA exemption, known as SB 131 or Public Resources Code Section 21080.085(a), went into effect, providing a CEQA exemption for rezoning actions needed to implement Housing Elements. The City's proposed amendments implement a schedule of actions contained in the approved Housing Element pursuant to Government Code section 65583 and do not allow the construction of a distribution center, or oil and gas infrastructure. Therefore, the proposed amendments are statutorily exempt from California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.085(a). In addition, the amendments to Chapters I, II, III, IX, XV and XVI of Title 13, the amendments to Title 9, and the fee Resolution are exempt under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that none of these will have a significant effect on the environment.

ALTERNATIVES:

The City Council may adopt the Ordinances as proposed, modify the Ordinances, or not adopt the Ordinances. If the City Council chooses to make substantive modifications to the Ordinances after introduction, the modified Ordinances would need to be brought back at a future meeting for re-introduction and adoption.

FISCAL REVIEW:

The City anticipates the proposed rezoning actions, coupled with streamlined planning application processing, will generate an increase in residential and mixed-use development through ministerial approvals. With the proposed transition to staff-level, ministerial review processes, staff anticipates a shift in processing time and associated discretionary review tasks. At the same time, it is important to ensure that staff time spent on reviewing housing projects for compliance with the Zoning Code and objective development standards is still accounted for in accordance with cost recovery practices. As a result, the fees currently charged have been evaluated and new fees are proposed to ensure that they appropriately align with the staff resources needed for proposed streamlined development review.

The proposed fees included in Attachment 4 Exhibit A are tiered based on project size, as indicated in Table 1 below. Projects that propose 5-49 units are broken down into two categories of flat fees. These fees are intended to cover the costs of staff time associated with application processing, based on the size and complexity of the project. Development review projects with 50 or more units will be required to submit a cost recovery deposit where staff time spent reviewing the project is appropriately tracked and charged. For each project type, the proposed fee will achieve full cost recovery. The draft Resolution No. 2026-XX is included with the staff report as Attachment 4.

Table 1. Housing Development Review Fee Schedule

Activity Description	Fee	Charge Basis
1. Fee to be paid for the development review of housing projects proposing 5-29 units	$8,400	
2. Fee to be paid for the development review of housing projects proposing 30-49 units	$21,000	
3. Fee to be paid for the development review of housing projects proposing 50 or more units	$30,000	Time and Materials with Minimum Deposit

Additionally, State housing laws limit discretionary review for housing projects, particularly for Housing Element sites, that qualify for by-right or streamlined approval. Without being able to require conditions of approval, or a Development Agreement, staff are in discussion with other departments about exploring development impact fees and/or updating existing fees. While the impacts of individual projects on public services and facilities may be incremental, the cumulative effect of new development over time could be substantial. To ensure that new development contributes its fair share toward the cost of public services and facilities, additional analysis, potentially through a nexus study, is warranted. This analysis would provide the necessary technical support to establish new impact fees (such as for public safety services and parks) or update existing impact fees. However, this is not included for City Council consideration in Resolution No. 2026-XX.

The full impact of these fees will be subject to the levels of development in future years.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report, the attached ordinances and resolutions, and approves them as to form.

PUBLIC NOTICE:

Pursuant to California Government Code section 65854 (amended by Assembly Bill 2904 in 2025) and Public Resources Code section 66016, public notification for the action relating to Resolution No. 2026-XX has been completed no less than 14 days prior to the April 7, 2026, public hearing:

1. On-site posting. A public notice was posted at City Hall and on the City's website on March 6 and 22, 2026.
2. Newspaper publication. A public notice was published in the Daily Pilot newspaper on March 6 and 22, 2026.

Additionally, information about the associated actions was posted to the NWWAB webpage (https://www.costamesaneighborhoods.com) and distributed via email to the project interest list on January 21, 2026, February 6, 2026, February 17, 2026, February 20, 2026, March 9, 2026, and April 2, 2026.

Any public comments received for the April 7, 2026 City Council meeting, may be viewed at this link: CITY OF COSTA MESA - Calendar (legistar.com).

CITY COUNCIL GOALS AND PRIORITIES:

The amendments to the Costa Mesa Municipal Code and new cost recovery fees to further implement the Housing Element supports the following City Council Goals:

- Diversify, stabilize and increase housing to reflect community needs.
- Achieve long-term fiscal sustainability.
- Advance environmental sustainability and climate resiliency.

CONCLUSION:

Staff initiated amendments to Title 13 and Title 9 of the City of Costa Mesa Municipal Code to implement Housing Element programs and comply with state law. Staff proposed the Housing Development Review Fees to recover the cost of processing housing project applications with 5 or more units.

Additionally, staff has initiated a Housing Element update to increase housing capacity and/or identify additional sites necessary to maintain capacity for RHNA and 10-20 percent buffer. Staff will continue to collaborate with HCD in pursuit of certification.

ORDINANCE NO. 2026-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA CALIFORNIA AMENDING ARTICLE 2 AND ARTICLE 3, CHAPTER I; CHAPTER II; CHAPTER III; CHAPTER IV; ARTICLE 11, CHAPTER V; ARTICLE 1, CHAPTER VI; ARTICLE 8, CHAPTER IX; ARTICLE 15, CHAPTER IX; ARTICLE 18, CHAPTER IX; ARTICLE 3, CHAPTER XII; CHAPTER XV; AND CHAPTER XVI OF TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT), OF THE COSTA MESA MUNICIPAL CODE TO REZONE SIXTH CYCLE (2021-2029) HOUSING ELEMENT SITES AND IMPLEMENT HOUSING ELEMENT PROGRAMS TO COMPLY WITH STATE LAW AND MAKE RELATED REVISIONS TO THE ZONING CODE

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, California Government Code Section 65580 et sec. (State Housing Element Law) requires each city and county to adopt a housing element that identifies and analyzes existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, quantified objectives, and sites to further the development, improvement, and preservation of housing;

WHEREAS, the City's Sixth Cycle (2021-2029) Housing Element was adopted by the Costa Mesa City Council on February 1, 2022, through Resolution No. 2022-06 and amendments adopted on November 15, 2022, through Resolution No. 2022-67, and as revised as recently as March 1, 2023, to incorporate non-substantive changes as authorized by the City Council;

WHEREAS, the rezoning of Housing Element Opportunity Sites is necessary to establish the densities prescribed in the adopted Housing Element;

WHEREAS, the rezoning of Housing Element Opportunity Sites is exempt from Title 13, Chapter IX Special Land Use Article 22, An Ordinance to give the People of Costa Mesa Control of Their Future (Measure Y) pursuant to Costa Mesa Municipal Code Section 13-200.106(g);

WHEREAS, on November 29, 2023, the State of California Department of Housing and Community Development issued a letter to the City of Costa Mesa regarding Housing Element program implementation and describing the need for amendments to Costa Mesa Municipal Code Title 13 pertaining to Group Homes, single housekeeping units, and reasonable accommodations;

WHEREAS, this Ordinance would add Section 13-83.58 “Properties Identified in the Housing Element” to Title 13, Chapter V Development Standards, Article 11, Mixed-Use Overlay Districts, specific to rezoning Housing Element Opportunity Sites with a minimum density of 20 units per acre and at least 50 percent residential use, with maximum densities prescribed in the Housing Element;

WHEREAS, the development standards and application processing in Section 13-83.58 “Properties Identified in the Housing Element” were designed to encourage and facilitate housing at densities over 20 units per acre with objective development standards;

WHEREAS, this Ordinance would amend the following Chapters in Title 13 of the Costa Mesa Municipal Code in order to implement Housing Element programs and related activities:

a. Chapter I, Article 2, Definitions
b. Chapter I, Article 3, Review Authorities
c. Chapter II, Zoning Districts Established
d. Chapter III, Planning Applications
e. Chapter IV, Citywide Land Use Matrix
f. Chapter V Development Standards, Article 11 Mixed-Use Overlay District
g. Chapter VI, Article 1, Residential Districts
h. Chapter IX, Article 8, Motels
i. Chapter IX, Article 15, Reasonable Accommodations
j. Chapter IX, Article 18, Emergency Shelters
k. Chapter XII, Article 3, Transportation System Management
l. Chapter XV, Group Homes
m. Chapter XVI, Group Homes in the R2-MD, R2-HD and R3 Residential Zones and the PDR-LD, PDR-MD, PDR-HD, PDR-NCM, PDC, and PDI (Planned Development Zones);

WHEREAS, a Study session was held by the Planning Commission on January 26, 2026, with all persons having the opportunity to speak for and against the amendments;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on February 9, 2026, with all persons having the opportunity to speak for and against the amendments;

WHEREAS, on February 9, 2026, the Planning Commission voted 6-1 to recommend the City Council adopt the amendments to Title 13 and coordinate with specific Housing Element Opportunity Site property owners and further review the North Costa Mesa Specific Plan for consistency with the proposed amendments;

WHEREAS, on March 17, 2026, the City Council held a duly noticed public hearing to give first reading to the proposed amendments to Title 13, with all persons having the opportunity to speak for and against the proposal at the public hearing;

WHEREAS, the City Council's motion to approve the amendments to Title 13 included direction to revise Section 13-83.58, "Properties identified in Housing Element", sub-section (b)(3), "Exception", of the Mixed-Use Overlay District (MUOD), to specify 18 properties removed from the Housing Element and/or the requirements of Section 13-83.58, thereby excluding those properties from the MUOD; remove parking minimums from sub-section (h)(2) and Table 13-83.58-A, and allow required usable common residential open space to be substituted by publicly accessible open space and required usable private open space to be substituted by usable common residential and/or publicly accessible open space;

WHEREAS, on April 7, 2026, the City Council held a duly noticed public hearing to give second reading to the proposed amendments to Title 13, with all persons having the opportunity to speak for and against the proposal at the public hearing;

WHEREAS, on November 15, 2022, the City Council adopted Resolution No. 2022-67, certifying and adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program that analyzed the candidate housing sites for the Sixth Cycle (2021-2029) Housing Element, which provided environmental clearance for the adoption of the Housing Element;

WHEREAS, the proposed amendments implement a schedule of actions contained in the approved Housing Element pursuant to Government Code Section 65583 and do not allow the construction of a distribution center, or oil and gas infrastructure, accordingly, the proposed amendments are statutorily exempt from

CEQA pursuant to Public Resources Code Section 21080.085(a) The proposed amendments to Title 13 implement a schedule of actions contained in the approved Housing Element pursuant to Government Code Section 65583 and do not allow the construction of a distribution center, or oil and gas infrastructure. Therefore, the proposed amendments are statutorily exempt from California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.085(a). In addition, the proposed amendments to Chapters I, III, IX, XV and XVI of Title 13 are exempt under CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that there is no possibility that these proposed Zoning Code amendments will have a significant effect on the environment.

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Title 13 of the Costa Mesa Municipal Code, Chapters I, III, IV, V, VI, IX, XII, XV, and XVI are hereby amended to read as set forth in Exhibit A, and Chapter II, the Official Zoning Map on file with the Planning Division, is hereby amended as depicted in Exhibit B, both attached hereto and incorporated herein by these references.

Section 2. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 3. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this 7th day of April, 2026.

_____
John Stephens, Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
Brenda Green, City Clerk Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2026-xx was duly introduced for first reading at a regular meeting of the City Council held on the ____day of _____ 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the ___ day of _____, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ____ day of _____, 2026.

_____
Brenda Green, City Clerk

Article 2
Definitions

§ 13-5. Purpose.

The intent of this article is to define certain words and phrases which are used in this Zoning Code. Additional definitions may also be given in conjunction with the special regulations contained in Chapter IX, Special Land Use Regulations, and Chapter XII, Special Fee Assessments.

(Ord. No. 97-11, § 2, 5-5-97)

§ 13-6. Definitions.

Abutting. Sharing a common boundary, of at least one point contiguous to, having district boundaries or lot lines in common (i.e., not separated by an alley, public or private right-of-way, or street).

Accessory building. A building or part of a building which is subordinate to, and the use of which is incidental to that of the main building or use on the same lot.

Accessory dwelling unit (ADU). See Chapter V, Article 2, section 13-35.

Accessory use. A use incidental and subordinate to and devoted exclusively to the main use of the land or building thereon that does not change the character of the structure or use.

Accessory use, residential. A use that is a part of, and clearly incidental and secondary to, a residence; located on the same lot as a residence; and that does not change the character of the residential use such as:

(a) Accessory dwelling unit (ADU)

(b) Home occupations

(c) Personal property sales (i.e., garage or yard sales).

Adjacent. Same as abutting, but also includes properties which are separated by a public right-of-way, not exceeding 120 feet in width.

Adult business. See Chapter IX, Special Land Use Regulations, Article 1, Adult Businesses, for specific definitions and terms.

Alcoholism or drug abuse recovery or treatment facility. Adult alcoholism or drug abuse recovery or treatment facilities that are licensed pursuant to section 11834.01 of the California Health and Safety Code. Alcoholism or drug abuse recovery or treatment facilities are a subset of residential care facilities.

Alteration (structure). Any construction, addition or physical change in the internal arrangement of rooms or the supporting members of a structure, or change in the appearance of any structure, except paint.

Ambient noise level. The all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

Antenna. Any structure, including, but not limited to, a monopole, tower, parabolic and/or disk shaped device in single or multiple combinations of either solid or mesh construction,

intended for the purpose of receiving or transmitting communication to or from another antenna, device or orbiting satellite, as well as supporting equipment necessary to install or mount the antenna.

Antenna, amateur radio. An antenna array and its associated support structure, such as a mast or tower, that is used for the purpose of transmitting and receiving radio signals in conjunction with an amateur radio station licensed by the Federal Communications Commission.

Antenna, communication. All types of receiving and transmitting antennas, except satellite dish antennas and amateur radio antennas. Communication antenna includes, but is not limited to, cable television antennas, cellular radiotelephone cell antennas, FM digital communication antennas, microwave telephone communication antennas, and shortwave communication and other similar antennas.

Antenna height. The distance from the property's grade to the highest point of the antenna and its associated support structure when fully extended.

Antenna, satellite dish. An antenna intended for the purpose of receiving or transmitting communication to or from an orbiting satellite.

Antenna, whip. An antenna and its support structure consisting of a single, slender, rod-like element which is supported only at or near its base.

Apartment. A rental or lease dwelling having kitchen facilities in a structure designed or used to house at least one family, as the term "family" is defined in this Zoning Code.

Assembly use. A use conducted in a structure or portion of a structure for the purpose of a civic, education, political, religious, or social function or for the consumption or receipt of food and/or beverages. Assembly use includes, but is not limited to, churches and other places of religious assembly, mortuaries, primary and secondary schools, trade and vocational schools, colleges, amusement centers, billiards parlors, bowling centers, establishments where food or beverages are served, motion picture theaters, physical fitness facilities, skating rinks, and dance, martial arts, and music studios. Assembly use does not include sexually oriented businesses.

Association (homeowners'). The organization of persons who own a lot, parcel, area, airspace, or right of exclusive occupancy in a common interest development and who have interests in the control of common areas of such project.

Attached (structure). Any structure that has a wall or roof in common with another structure.

Attic. Any non-habitable area immediately below the roof and wholly or partly within the roof framing.

Awning. A roof-like cover that projects from the wall of a building for the purpose of shielding the sun or providing an architectural accent.

Basement. A space wholly or partially underground and having more than 1/2 of its height, measuring from floor to ceiling, below the average grade. If the finished floor level directly above the basement is more than four feet above grade at any point, the basement shall be considered a story.

Boardinghouse. A dwelling unit, other than a hotel, wherein rooms are rented under two or more separate written or oral rental agreements, leases or subleases or combination thereof, whether or not the owner, agent or rental manager resides within the dwelling unit. Boardinghouse, small means two or fewer rooms being rented to a maximum of three occupants per dwelling unit. Boardinghouse, large means three to six rooms being rented to a maximum of six occupants per dwelling unit. Boardinghouses renting two or fewer rooms and having more than three occupants, or renting more than six rooms and/ or having

more than six occupants, per dwelling unit are prohibited.

Building. Any structure having roof and walls and requiring permanent location on the ground, built and maintained for the support, shelter or enclosure of persons, animals, chattels or property of any kind.

Building height. The distance from the finished grade (as defined in this section) to the highest point on the roof, including roof-top mechanical equipment and screening.

Building, main. The building or buildings within which the principal use permitted on the lot is conducted.

Carport. A permanent, roofed structure, not completely enclosed which is used for vehicle parking.

Central administrative office. An establishment primarily engaged in management and general administrative functions performed centrally for other establishments of the same company.

Churches and other places of religious assembly. A type of assembly use which has the principal purpose of religious worship and for which the primary space is a sanctuary. Religious activities and services held in the sanctuary are conducted at scheduled times. The use may also include accessory facilities in the same or separate building that includes classrooms, assembly rooms, restrooms, kitchen, and a library. Other uses such as, but not limited to, day care facilities, nursery schools, schools, retail sales, and services to businesses, are not considered a primary function of churches and other places of religious assembly.

Cigar bar. See Smoking lounge.

City. City of Costa Mesa.

Common area. Those portions of a project area which are designed, intended or used in common and not under the exclusive control or possession of owners or occupants of individual units in planned development projects or common interest developments.

Common interest development. A development as defined in State Civil Code section 1350, containing two or more common interest units, as defined in Civil Code section 783; a community apartment project, as defined in State Business and Professional Code section 11004, containing two or more rights of exclusive occupancy; and a stock cooperative, as defined in Business and Professional Code section 11003.2, containing two or more rights of exclusive occupancy.

Conditional use permit. A discretionary approval usually granted by the planning commission which allows a use or activity not allowed as a matter of right, based on specified findings.

Convenience stores, mini-markets. A retail store, generally less than 10,000 square feet in area, that sells a variety of convenience foods, beverages and non-food items. Fresh dairy products, produce and/or meat may be offered on a limited basis.

County. County of Orange.

Covered parking space. A garage, carport or parking space which is completely covered by a roof.

Density bonus. A minimum increase of 25% over the allowable residential dwelling unit density as specified by the zoning classification.

Development. The division of land into two or more lots; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill, or land disturbance; and any use or extension of the use of land.

Development review. The processing of a development plan when authority for approval is vested in the planning division.

Development services department means the Development Services Department of the City of Costa Mesa.

Development services director. The director of development services of the City of Costa Mesa, or his or her designee.

Disabled shall have the same meaning as handicapped.

Dormer. A vertical window in a projection built out from a sloping roof.

Driveway, common. A paved area for vehicle circulation and parking purposes which features joint use between two or more parties.

Driveway, individual. The paved area strictly leading to the garage/carport of a residence. This paved area serves vehicle parking purposes and does not extend beyond the garage/carport unless a curvilinear design is necessary for the turning radius.

Dwelling, single-family. "Dwelling, single-family" or "single-family dwelling" is a building of permanent character placed in a permanent location which is designed or used for residential occupancy by one family. A single mobile home on a foundation system on a single lot is a single-family dwelling. (See Manufactured housing).

Dwelling, multi-family. "Dwelling, multi-family" or "multi-family dwelling" is a building or buildings of permanent character placed on one lot which is designed or used for residential occupancy by two or more families.

Dwelling unit. One or more rooms in any building designed for occupancy by one family, and containing one kitchen unit, including manufactured housing. (See Manufactured housing).

Easement. A grant of one or more property rights by the owner for use by the public, a corporation or another person or entity.

Efficiency unit. A dwelling unit for occupancy by no more than two persons conforming to California's Health and Safety Code § 17958.1 with a minimum floor area of 150 square feet that provides bathroom facilities and a partial kitchen equipped with a sink, cooking appliance, and refrigerator.

Electronic cigarette. An electronic and/or battery-operated device used to provide an inhalable dose of nicotine by delivering a vaporized solution. The term includes any such device manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. The term does not include any medical inhaler prescribed by a licensed doctor.

Electronic game machine. Any electronic or mechanical device which upon insertion of a coin, slug, or token in any slot or receptacle attached to the device or connected therewith, operates, or which may be operated for use as a game, contest, or amusement through the exercise of skill or chance.

Emergency shelters. A facility that provides immediate and short-term housing for homeless persons that is limited to occupancy of six months or less. Supplemental services may include counseling and access to social programs. No individual or household may be denied to emergency shelter because of an inability to pay.

Employee housing. Shall have the same meaning as "employee housing" described in California Health and Safety Code Section 17021.5, and as set forth in California Health and Safety Code Section 17008 for farmworkers.

Entertainment (live). Any act, play, revue, pantomime scene, dance act, musical performance, or any combination thereof, performed by one or more persons whether or not they are compensated for the performance.

Establishment where food or beverages are served. Any commercial use that sells prepared food and/or beverages for consumption on site or off site, either solely or in conjunction with an ancillary or complementary use. Excluded from this definition are grocery stores, convenience stores, movie theaters, and other such uses, as determined by the development services director, where the sale of food or beverages is clearly incidental to the primary use. All establishments selling alcoholic beverages for consumption on-site are included within this definition

Fair housing laws. The Federal Fair Housing Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act, as each statute may be amended from time to time, and each statute's implementing regulations.

Family. One or more persons occupying one dwelling unit and living together as a single housekeeping unit.

Family day care home, large. A home which provides family day care to seven to 14 children as defined in section 1596.78 of the State Health and Safety Code.

Family day care home, small. A home which provides family day care to eight or fewer children as defined in section 1596.78 of the State Health and Safety Code.

Floor area ratio. The gross floor area of a building or project divided by the project lot area upon which it is located.

Garage. An accessory or attached enclosed building with doors, designed and/or used for vehicle parking.

Garage sale. An event for the purpose of selling or trading personal property. Garage sale includes yard sale.

General plan. The City of Costa Mesa General Plan as adopted or amended from time to time by the city council.

Grade. The lowest point of the finished surface elevation of either the ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building.

Grade, finished. The surface of the ground at a stated location as it exists after completion of precise grading.

Grade, natural. The unaltered natural surface of the ground at a stated location.

Gross acreage. The total area within the lot lines of a lot of land before public streets, easements or other areas to be dedicated or reserved for public use are deducted from such lot, and not including adjacent lands already dedicated for such purposes.

Gross floor area. The area of all floors within the walls of a structure except elevator and other vertical shafts (including stairwells) and elevator equipment areas.

Gross leasable area. The total floor area designed for tenant occupancy and exclusive use, including both owned and leased areas.

Group home. A facility that is being used as a supportive living environment for persons who are considered handicapped under state or federal law. A group home operated by a single operator or service provider (whether licensed or unlicensed) constitutes a single facility, whether the facility occupies one or more dwelling units. Group homes shall not include the following: (1) residential care facilities; (2) any group home that operates as a single

housekeeping unit; (3) any group home without an operator.

Guestroom. A room occupied or intended, arranged, or designed for occupancy by one or more guests.

Handicapped. As more specifically defined under the fair housing laws, a person who has a physical or mental impairment that limits one or more major life activities, a person who is regarded as having that type of impairment, or a person who has a record of that type of impairment, not including current, illegal use of a controlled substance.

Hazardous materials. Any material of quantity, concentration, physical or chemical characteristics, that poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or environment; or any material requiring a Material Safety Data Sheet according to Title 8, section 339 of the State Code of Regulation.

Height. See Building height and Antenna height.

Home occupation. Any business or commercial use conducted within a dwelling unit.

Hookah lounge. See Smoking lounge.

Hotel. Any building or combination of buildings generally three or more stories in height containing six or more guest rooms offering transient lodging accommodations to the general public and providing incidental guest services such as food and beverage service, recreation facilities, retail services and banquet, reception and meeting rooms. Typically, room access is provided through a main or central lobby.

Household includes all the people occupying a dwelling unit, and includes people who live in different units governed by the same operator.

Integral facilities. Any combination of two or more group homes which may or may not be located on the same or contiguous parcels of land, that are under the control and management of the same owner, operator, management company or licensee or any affiliate of any of them, and are integrated components of one operation shall be referred to as integral facilities and shall be considered one facility for purposes of applying federal, state and local laws to its operation. Examples of such integral facilities include, but are not limited to, the provision of housing in one facility and recovery programming, treatment, meals, or any other service or services to program participants in another facility or facilities or by assigning staff or a consultant or consultants to provide services to the same program participants in more than one licensed or unlicensed facility.

Integral uses. Any two or more residential care programs commonly administered by the same owner, operator, management company or licensee, or any affiliate of any of them, in a manner in which participants in two or more care programs participate simultaneously in any care or recovery activity or activities so commonly administered. Any such integral use shall be considered one use for purposes of applying federal, state and local laws to its operation.

Intersection. The general area where two or more roadways join or cross.

Kitchen. Any room, all or part of which is designed and/or used for storage, refrigeration, cooking and preparation of food.

Landscaping. Plant materials such as lawn, groundcover, trees and shrubs.

Loft. An intermediate floor placed within a room, where the clear height above and below the loft is not less than seven feet, and where the aggregate area of the loft does not exceed 1/3 of the area of the room in which it is located.

Lot.

(a) A parcel of real property when shown as a delineated parcel of land with a number or designation on a subdivision map or parcel map recorded in the office of the county recorder, and created in conformance with the Subdivision Map Act and applicable local ordinances.

(b) A parcel of real property when shown on a record of survey map or deed filed in the office of the county recorder, when such map or deed was filed as the result of and was made a condition of a lot division approved under the authority of prior ordinances.

Lot area. The total land area of a project after all required dedications or reservations for public improvements, including, but not limited to, streets, parks, schools, and flood control channels. This phrase does not apply in the planned development zones where the phrase "site area," as defined in Chapter V, Development Standards, is used.

Lot, corner. A lot abutting on and at the intersection of two or more streets which intersect at an angle that is equal to or less than 135 degrees.

Lot, depth. The average of the horizontal distance between the front and the rear lot lines.

Lot, development. The master lot or project site upon which a development will be constructed.

Lot, individual dwelling unit. An individual building site or lot within a development intended for construction of a single attached or detached dwelling unit.

Lot, interior. A lot abutting only one street, or a lot abutting two streets which intersect at an angle greater than 135 degrees.

Lot, width. The horizontal distance between the side lot lines measured at right angles to the lot depth at the front building setback line.

Low barrier navigation center. Shall have the same meaning as “low barrier navigation center” as set forth in Government Code Section 65660.

Major modification. A discretionary entitlement, usually granted by the zoning administrator, which permits limited deviation from the strict application of the development standards contained in this Zoning Code, based on specified findings.

Manufactured housing. Detached housing that is built to the National Manufactured Housing Construction and Safety Standards Act of 1974, including structures known as manufactured homes and mobile homes. For the purpose of this Zoning Code, a factory-built single-family structure that is manufactured under the authority of 42 U.S.C. section 5401, the National Manufactured Home Construction and Safety Standards Act, transportable in one or more sections, built on a permanent chassis and used as a place of human habitation, shall be considered a single-family home and shall be reviewed under the same standards as a sitebuilt structure.

Marijuana. Has the same definition as that set forth in California Health and Safety Code section 11018.

Marijuana cultivation and/or medical marijuana cultivation. The planting, growing, harvesting, drying or processing of marijuana plants or any part thereof for any purpose, including medical marijuana, and shall include both indoor and outdoor cultivation.

Master plan. The overall development plan for a parcel or parcels which is depicted in both a written and graphic format.

Master plan of highways. The graphic representation of the city's ultimate circulation system contained in the general plan. It illustrates the alignment of the major, primary, secondary and collector highways.

Median. A paved or planted area separating a parking area, street, or highway, into two or more lanes or directions of travel.

Medical marijuana. Marijuana used for medical purposes in accordance with California Health and Safety Code section 11362.5.

Medical marijuana dispensary. A facility or location where medical marijuana is cultivated or by any other means made available to and/or distributed by or to three or more of the following: a primary caregiver, a qualified patient, or a person with an identification card in strict accordance with State Health and Safety Code sections 11362.5 et seq., and 11362.7 et seq., which shall include, but not be limited to, any facility or location engaging in the retail sale, dispensation, or distribution of marijuana for medical purposes that does not have an active role in the cultivation of the marijuana product that it sells, dispenses, or distributes, or when its cultivation of the marijuana product is off-site from the facility or location for retail sale, dispensation, or distribution.

Minor conditional use permit. A discretionary approval granted by the zoning administrator which allows a use or activity not allowed as a matter of right, based on specified findings.

Minor modification. A discretionary entitlement granted by the planning division, which permits limited deviation from the strict application of the development standards contained in this Zoning Code, based on specified findings.

Mixed use development. The development of lot(s) or structure(s) with two or more different land uses such as, but not limited to a combination of residential, office, manufacturing, retail, public, or entertainment in a single or physically integrated group of structures.

Mobile home. See Manufactured housing.

Mobile home park. Any area or tract of land where two or more mobile home lots are rented or leased, held out for lease or rent, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate manufactured homes or mobile homes. A mobile home park also means a mobile home development constructed according to the requirements of Part 2.1 (commencing with section 18200) of Division 13 of the State Health and Safety Code, and intended for use and sale as a mobile home condominium or cooperative park, or as a mobile home planned unit development.

Motel. Any building or combination of buildings of one to three stories in height having six or more guest rooms with parking located convenient to the guest rooms and providing temporary lodging for automobile tourists and transient visitors. Typically, guest rooms have direct access to available parking without passing through a common lobby area. Motels also include auto courts, tourist courts, motor lodges, motor inns and motor hotels.

Municipal Code. City of Costa Mesa Municipal Code.

Open space. An area that is intended to provide light and air, and is designed for either environmental, scenic or recreational purposes. Open space may include, but is not limited to, lawns, decorative planting, walkways, active and passive recreational areas, playgrounds, fountains, swimming pools, wooded areas; first floor decks; unenclosed patios with solid or lattice roofs; water courses; and surfaces covered by not more than five feet in depth by projections which are at least eight feet above grade.

Open space shall not include the following: driveways; parking lots; other surfaces designed or intended for vehicular travel; and upper floor decks, balconies or areas under projections which are less than eight feet above grade.

Open space, common. An area of land reserved primarily for the leisure and recreational use of all residents of a planned development or common interest development and owned in common by them, generally through a homeowners' association.

Open space, private. An area of land located adjacent to an individual dwelling unit, owned or leased and maintained by its residents, and reserved exclusively for their use.

Operator means a company, business or individual, including an in-house manager, who provides residential services, i.e., the placement of individuals in a residence, setting of house rules, and/or governing behavior of the residents as residents. Operator does not include a property owner or property manager that exclusively handles real estate contracting, property management and leasing of the property and that does not otherwise meet the definition of operator.

Organizational documents. The declaration of restrictions, articles of incorporation, bylaws, and any contracts for the maintenance, management or operation of all or any part of a project.

Parcel. Same as Lot.

Parkway. The area of a public street that lies between the curb and the adjacent property line or physical boundary definition, which is used for landscaping and/or passive recreational purposes.

Paved area. Ground surface covered with cobblestone, clay-fired bricks, concrete precast paver units, poured concrete with or without decorative surface materials, or asphaltic or rubber mixture which may include sand, stone, or gravel as an ingredient to create a hard surface. A graded natural surface or one covered with rolled stone or overlaid with loose gravel is not considered paved area.

Peak hour. The hour during the AM peak period (typically 7:00 a.m.—9:00 a.m.) or the PM peak period (typically 3:00 p.m.—6:00 p.m.) in which the greatest number of vehicle trips are generated by a given land use or are traveling on a given roadway.

Permitted use. Any use allowed in a land use zoning district without requiring a discretionary approval, and subject to the provisions applicable to that district.

Planned development. A land area which is developed as an integrated unit under single ownership or control and having planned development zoning designation.

Planning application. A broad term for any development project or land use which requires the discretionary review and approval of either the planning division, zoning administrator, planning commission, or city council. Planning applications include major modifications, conditional use permits, development reviews, variances, etc.

Planning division. The planning division of the development services department of the City of Costa Mesa.

Project. See Development.

Property line. A line of record bounding a lot which divides one lot from another lot or from a public or private street or any other public space.

Property line, front. For interior lots, the narrowest property line of a lot abutting a public or private street. If two or more equal property lines are narrowest, the front shall be that property line across which the development takes its primary access (if the primary access is determined to be equal, there shall be two front property lines). However, for non-residentially zoned property, any property line abutting a public street designated as a secondary, primary or major street on the master plan of highways shall be deemed a front property line. A non-residentially zoned property shall have more than one front property line when it abuts more than one street designated as secondary, primary, or major on the master plan of highways.

For R-1 zoned property located on corner lots, the front property line may be the property

line towards which the front of the dwelling unit is oriented.

Property line, rear. The property line opposite the front property line. A corner lot with more than one front property line shall have more than one rear property line. Irregularly shaped lots may also have more than one rear property line.

Property line, side. Any property line which is not a front or rear property line.

Property line, ultimate. The boundary of a lot after the dedication of land for use as public right(s)-of-way, whether dedicated in fee or by easement. A setback is measured from the ultimate property line.

Public area. Establishments where food or beverages are served. That portion of an establishment reserved for the exclusive use of the public for the receipt or consumption of food and/or beverages. For the purpose of this Zoning Code, public area shall not include restrooms, kitchens, hallways or other areas restricted to employees only.

Public hearing. A public proceeding conducted for the purpose of acquiring information or evidence which may be considered in evaluating a proposed action, and which affords to any affected person or persons the opportunity to present their views, opinions, and information on such proposed applications. "Mandatory hearings" are those required to be held by law, and "discretionary hearings" are those which may be held within the sole discretion of the hearing body.

Public right-of-way. A strip of land acquired by reservation, dedication, prescription or condemnation and intended to be occupied by a road, trail, water line, sanitary sewer and/or other public uses.

Recyclable materials. Reusable materials, including, but not limited to, metals, glass, plastic and paper which are intended for reuse, remanufacture or reconstruction. Recyclable materials do not include refuse, hazardous materials or hazardous waste.

Recycling. The process by which waste products are reduced to raw materials and transformed into new products.

Recycling and collection facility. A building or enclosed space used for the collection and processing of recyclable materials for preparation for shipment, or to an end user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning or remanufacturing.

Referral facility. A residential care facility or a group home where one or more person's residency in the facility is pursuant to a court order or directive from an agency in the criminal justice system.

Residential care facility. A residential facility licensed by the state where care, services, or treatment is provided to persons living in a supportive community residential setting. Residential care facilities include, but may not be limited to, the following: intermediate care facilities for the developmentally disabled (Health & Safety Code §§ 1267.8,1267.9); community care facilities (Health & Safety Code § 1500 et seq.); residential care facilities for the elderly (Health & Safety Code § 1569 et seq.); residential care facilities for the chronically ill (22 C.C.R. § 87801(a)(5); Health & Safety Code § 1568.02); alcoholism and drug abuse facilities (Health & Safety Code §§ 11834.02—11834.30); pediatric day health and respite care facilities (Health & Safety Code § 1760 et seq.); residential health care facilities, including congregate living health facilities (Health & Safety Code §§ 1265—1271.1, 1250(i), 1250(e), (h)); family care home, foster home, group home for the mentally disordered or otherwise handicapped persons or dependent and neglected children (Wel. & Inst. Code §§ 5115—5120).

Residential, multi-family. Apartments, common interest developments, townhouses and

similar multiple-family residential developments, including detached single-family homes where there is more than one primary dwelling unit on a lot.

Residential, single-family. Detached single-family home where there is no more than one primary dwelling unit on a lot.

Room, bedroom. A fully-enclosed room designed or intended to be used for sleeping purposes within a residence that typically includes a closet and is separated from the other living spaces with a door.

Room, home office. A room designed and intended to be used for a household office or small business related activity within a residence. Within a single-family detached residence, this room is strictly not intended for sleeping purposes, and lacks direct access to a bathroom. The home office may also be referred to as a studio, den, study or library.

Senior congregate care facility. A structure(s) providing residence for 13 or more senior citizens with kitchen, dining, recreational, etc. facilities with separate bedrooms and/or living quarters.

Setback. The required distance that a building, structure, parking or other designated item must be located from a property line or lot line. A setback is measured from the ultimate property line.

Single housekeeping unit. The occupants of a dwelling unit have established ties and familiarity with each other, including joint use of and responsibility for common areas, which includes interaction with each other, shared meals, household activities, and expenses and responsibilities; where residency is mutually agreed by all residents, is not transitory in nature and the residential activities of the household are conducted on a not-for-profit basis.

Single room occupancy unit. A dwelling unit that serves as the primary residence of its occupant(s) and is offered on a monthly rental basis or longer. Single room occupancy units may contain kitchen and/or sanitary facilities. If the units do not contain kitchen and/or bathroom facilities, shared kitchen and/or bathroom facilities must be provided within the building.

Single room occupancy residential hotel. A residential hotel, allowed in certain commercial zones, that contains units designed for long-term occupancy by a single person, although double occupancy may be permitted.

Slope. The degree of deviation of a surface from the horizontal plane, usually expressed in percent or degrees.

Small lot subdivision. A residential development containing a maximum of 15 detached or townhome style units with no common walls where each unit is independently constructed on an individual parcel and the land is subdivided into fee simple parcels containing each unit. Each individual lot is provided with either a direct access to public street/alley or an easement access through a recorded subdivision map.

Smoking lounge. Any facility or location whose business operation, whether as a primary use or an ancillary use, is characterized by the sale, offering, and/or preparation of smoking of tobacco, cigars, hookah, electronic cigarettes, or similar products, including but not limited to establishments known variously as hookah parlors, vaping lounges, or cigar bars.

Smoking/vaping retailer. A smoke shop, electronic cigarette retailer, vapor cigarette retailer, or any other retail business that sells tobacco, electronic cigarettes, and related products primarily for off-site consumption. Smoking/vaping retailers shall not include food or beverage service, outdoor seating, or an indoor seating area greater than 100 square feet in area.

Sober living home. A group home for persons who are recovering from a drug and/or

alcohol addiction and who are considered handicapped under state or federal law. Sober living homes shall not include the following: (1) residential care facilities; (2) any sober living home that operates as a single housekeeping unit; (3) any sober living home without an operator.

Specialty store. A retail store less than 3,000 square feet in area with hours of operation between 6:00 a.m. and 11:00 p.m. A specialty store offers a combination of foods and beverages for off-site use or consumption and provides for alcoholic beverage sales that are incidental to the primary use. No more than 10% of the total merchandise area of the retail floor may be devoted to display or sale of alcoholic beverages and only non-refrigerated alcoholic beverages may be offered. A specialty store must comply with the operational standards of section 13-200.72.

Specific plan. A plan consisting of text, maps, and other documents and exhibits regulating development within a defined area of the city, consistent with the general plan and the provisions of State Government Code section 65450 et seq.

State. State of California.

Story. For purposes related to zoning regulations, a story is that portion of a building included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling next above it shall constitute a story. An attic shall not be considered a story. A basement or cellar shall not be considered a story, if the finished floor level directly above the basement or cellar is less than four feet above finish grade at all locations. Any uncovered deck or activity area above the first story shall be considered a story.

Streamlined development review. The streamlined processing of a development plan when authority for approval is vested in the planning division.

Street. A public or private thoroughfare that provides primary access to adjacent land and local traffic movements. Streets do not include driveways which only provide access to parking areas.

Structure. Anything, including a building, located on the ground in a permanent location or attached to something having a permanent location on the ground.

Supportive housing. Housing with no limit on length of stay, that is occupied by the target population, as defined in Section 50675.14 of the California Health and Safety Code, and that is linked to on site or off site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Tandem parking. An arrangement of parking spaces one behind the other in a row of maximum two cars including one in the garage space. Tandem garage parking is defined as the placement of standard parking spaces one behind the other within the enclosed area of a garage.

Townhouse. A single-family attached dwelling unit located on an individual dwelling unit lot, and is part of a row of units that contains three or more dwelling units.

Transitional housing. A development with buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. *Trip (vehicle).* A one-way vehicular journey either to or from a site, or totally within the site i.e. internal trip. Each trip has two trip ends, one at the beginning and the other at the destination.

Trip rate (vehicular). The anticipated number of vehicle trips to be generated by a specific land use type or land use classification. The trip rate is expressed as a given number of

vehicle trips for a given unit of development intensity (i.e., trip per unit, trip per 1,000 square feet, etc.).

Uncontrolled environment. A location where there is the exposure (to radiofrequency radiation) of individuals who have no knowledge or control of their exposure. The exposures may occur in living quarters or work places where there are no expectations that the exposure levels may exceed the exposure and induced current levels permitted for the general public.

Underroof. All of the area within the walls of the building that a roof covers. Areas under porches, roof overhangs, garage protrusions, breezeways and other similar architectural design features are not considered as underroof.

Unit. A particular building or structure, or portion thereof, that is designed, intended or used for exclusive occupancy, possession or control of individual owners or occupiers, whether or not they have interests in common areas of the project.

Use. The purpose (type and extent) for which land or a building is arranged, designed, or intended, or for which either land or a structure is occupied or maintained.

Warehouse, mini. A structure or group of structures for the dead storage of customer's goods and wares where individual stalls or lockers are rented out to different tenants for storage and where at least one of the stalls or lockers has less than 500 square feet of floor area.

Warehouse, public. A structure or group of structures for the dead storage of customer's goods and wares where individual stalls or lockers are rented out to different tenants for storage and where all the stalls or lockers have more than 500 square feet of floor area.

Vacancy rate (common lot development conversion). The ratio of vacant apartments being offered for rent or lease in the City of Costa Mesa, shown as a percentage of the total number of apartments in the city.

Vape lounge. See Smoking lounge.

Vape shop. See Smoking/vaping retailer.

Variance. A discretionary entitlement, usually granted by the planning commission, which permits departure from the strict application of the development standards contained in this Zoning Code, based on specified findings.

Yard. Any open space on a lot unoccupied and unobstructed from the ground upward, except an inside court.

Yard, front. The yard between the front line of a building and the front line of the lot upon which the building is located.

Yard, rear. The yard extending from the extreme rear line of the main building to the rear lot line on which the building is situated.

Yard, side. The yard extending from the front yard, or from the front lot line where no front yard is required, to the rear yard or rear lot line, between the side lot line and the nearest wall of the main building or any accessory structure attached thereto.

Zero lot line. The location of a structure on a lot in such a manner that one or more of the structure's sides rest directly on a lot line.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 4, 3-2-98; Ord. No. 00-5, § 1(a), 3-20-00; Ord. No. 01-16, § 1a., 6-18-01; Ord. No. 05-11, § 2a., 7-19-05; Ord. No. 06-18, § 1, 9-5-06; Ord. No. 09-3, §§ 1a., b., 5-19-09; Ord. No. 09-4, § 1a., 5-5-09; Ord. No. 10-13, § 1, 10-19-10; Ord. No. 10-14, § 1, 11-16-10; Ord. No. 11-10, § 1,

9-20-11; Ord. No. 13-1, § 2A., 3-19-13; Ord. No. 13-05, § 1, 12-3-13; Ord. No. 14-04, § 2A., 4-1-14; Ord. No. 14-13, § 1, 10-21-14; Ord. No. 15-10, § 2A, 9-15-15; Ord. No. 15-11, § 1, 11-17-15; Ord. No. 16-01, § 1, 1-19-16; Ord. No. 18-03, § 2, 1-16-18; Ord. No. 21-03, § 3, 3-2-21; Ord. No. 21-20, § 1, 12-7-21)

Article 3
Review Authorities

§ 13-7. Purpose.

The purpose of this article is to establish the project review authority of the city council, the redevelopment agency, the planning commission, the zoning administrator and the planning division.
(Ord. No. 97-11, § 2, 5-5-97)

§ 13-8 City council.

The city council shall have final decision authority for appeals, final maps, specific plans, master plans in the town center and planned development districts, rezones, general plan amendments, density bonuses with financial incentives, Zoning Code amendments, improvement and development agreements, annexations and any action specified in this Zoning Code. The city council shall also be responsible for the acceptance of lands and/or improvements as may be proposed for dedication to the city, except deeds of dedication and parcel maps of four or fewer lots with no development agreements. The city council may impose conditions of approval.
(Ord. No. 97-11, § 2, 5-5-97)

§ 13-9 Redevelopment agency.

(a) Declaration of need of agency. It is hereby found and declared, pursuant to State Health and Safety Code section 33101, that there is a need for a redevelopment agency in the city, as such agency was created by section 33100, to function in the city, and the agency is hereby authorized to transact business and exercise all of the powers granted to it under the Community Redevelopment Law.

(b) Council declared agency. The five members of the city council are hereby declared to be the members of the redevelopment agency and are empowered to exercise all the rights, powers, duties, privileges and immunities vested by the Community Redevelopment Law in an agency.

(c) Term of agency members. Membership shall be for the period each councilmember serves in office, and shall automatically terminate at the time any councilmember no longer holds the office of councilmember. Any vacancy existing on the redevelopment agency shall be filled only by a duly elected sworn and acting city councilmember.
(Ord. No. 97-11, § 2, 5-5-97)

§ 13-10 Planning commission.

(a) Commission. Pursuant to the provisions of section 65101 of the Planning and Zoning Law of the California Government Code, there is hereby created a planning commission, which shall consist of seven members.

(b) Appointment and removal of commissioners. Each council member elected by district shall nominate a planning commission member, subject to approval by a majority vote of the entire city council. The mayor shall nominate a planning commission member, subject to approval by a majority vote of the entire city council. Planning commission members serve at the pleasure of the city council. A member may be removed prior to the expiration of his or her term by a majority vote of the entire city council. Additional details for the appointment procedures and member qualifications, terms and compensation may be set by city council policy.

(c) Residency. Each member of the planning commission must be a resident of the City of Costa Mesa at the time the member is nominated and appointed. If any member of the planning commission ceases to be a resident of the city that member's appointment will automatically terminate. The secretary of the planning commission shall immediately inform the city council of any such termination.

(d) Term. The term of each planning commission member shall expire on the date on which the second regular meeting in January is held immediately following expiration of the term of the council member or mayor who appointed that member, or until he or she is reappointed or replaced.

(e) Ex-officio member of commission. The director of development services and city attorney or designee shall attend the meetings of the planning commission and assist the commission in an advisory capacity as needed.

(f) Absence from commission meetings without cause. If a planning commission member is absent from three consecutive regular meetings of the commission, without cause, the office of the member shall be deemed to be vacant and the term of such member terminated. The secretary of the planning commission shall immediately inform the city council of such termination.

(g) Absence from commission meetings for cause. An absence due to illness or an unavoidable absence from the city and written notice thereof given to the secretary of the planning commission on or before the day of any regular meeting of the commission shall be deemed absence for cause.

(h) Councilmember ineligibility. No member of the city council shall be eligible for membership on the planning commission.

(i) Authority of the planning commission.

(1) The planning commission shall have the power, except as otherwise provided by law, to act on plans for the regulation of the future growth, development and beautification of the city, in respect to:

a. Public and private buildings and works, streets, parks, grounds and vacant lots.

b. The future growth and development of the city in order to secure sanitation, proper service of all public utilities, shipping and transportation facilities.

c. The location of any proposed buildings, structures, or works.

(2) The planning commission is authorized to act upon the following discretionary actions:

a. Recommend to the city council approval, conditional approval or denial of general plan amendments, specific plans, rezones, Zoning Code amendments, development agreements, density bonuses with public financial incentives, preliminary and final master plans, and any other action specified in this Zoning Code.

b. Recommend to the successor agency to the former redevelopment agency approval, conditional approval or denial of redevelopment actions, or adoption and/or amendments to a redevelopment plan.

c. Approve, conditionally approve or deny applications for conditional use permits, variances, tentative tract and parcel maps, density bonuses without public financial incentives, and any other action specified in this Zoning Code.

d. Perform other duties necessary to carry out the provisions reserved to the planning commission in Title 10 of the Municipal Code, the provisions of this Zoning Code and the provisions of the Planning, Zoning and Development Law of the State Government Code.

(j) Commission bylaws authorized. The planning commission shall have the power, except as otherwise provided by law, to adopt such bylaws as it may deem necessary to provide for:

(1) The time and place of meeting.

(2) The time and method of electing officers.

(3) Such other matters relative to the organization of the planning commission and methods of administration of its duties which are not otherwise provided for by statute or ordinance.

(k) Regular meeting of commission defined. A regular meeting as provided by law or by rule of the planning commission or any regularly advertised public hearing shall be deemed a regular meeting.
(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 01-12, § 1, 3-5-01; Ord. No. 02-4, § 1a, 3-18-02; Ord. No. 03-2, § 3, 3-3-03; Ord. No. 04-17, § 3, 1-3-05; Ord. No. 19-05, § 1, 4-2-19; Ord. No. 21-14, § 1, 8-3-21)

§ 13-11 Zoning administrator.

(a) The development services director or designee is authorized to act as the zoning administrator according to procedures set forth in the State Government Code.

(b) The zoning administrator is authorized to approve, conditionally approve, or deny the following discretionary planning applications. The zoning administrator may forward any action to the planning commission for review.

(1) Major modification;

(2) Minor conditional use permit;

(3) Lot line adjustment;

(4) Wireless telecommunications use permit (see section 19-15); and

(5) Any action specified in this Zoning Code.
(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 20-03, § 2, 3-3-20)

§ 13-12 Planning division.

The development services director or designees constitute the planning division. The planning division is authorized to act on and grant approvals of development reviews and minor modifications as described in Chapter III, Planning Applications, Wireless Telecommunications Use Permit (see section 19-15), and other duties as designated by the development services director, planning commission, city council and this Zoning Code.
(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 20-03, § 2, 3-3-20)

CHAPTER III
PLANNING APPLICATIONS

§ 13-27. Purpose.

The purpose of this chapter is to establish the parameters for the numerous types of discretionary planning applications and to identify processing procedures.
(Ord. No. 97-11, § 2, 5-5-97)

§ 13-28. Types.

(a) ***Major Modification.*** Any deviation from an adopted development standard in this Zoning Code that meets the criteria listed in Table 13-28(a).

TABLE 13-28(a)
MAJOR MODIFICATIONS

Standard	Deviation Range
Decrease in required front yard depth; provided that in residential zones, the garage is set back a minimum of 19 feet from the front property line.	More than 20% but no more than 40%
Decrease in required rear yard depth.	More than 20% but no more than 40%
Decrease in required side yard width.	More than 20% but no more than 40%
Increase in maximum fence/wall height.	More than 33 1/3 % but no more than 50%
Increase in depth of permitted projections into required yards.	More than 20% but no more than 40%
Deviation in sign area, height, setbacks, separation and other sign specifications	More than 10% but no more than 20%
Decrease in required distance between main structures	More than 20% but no more than 40%
Decrease in required distance between accessory and main structures	More than 20% but no more than 40%

(b) ***Conditional use permit.*** Any use specified in this Zoning Code as requiring a conditional use permit.

(1) *Common interest development conversion.* For residential projects, a proposal to convert an occupied or previously occupied apartment complex to a residential common interest development project. To request a conversion for a newly constructed project, the apartment complex shall have received final building approval for occupancy. For non-residential projects, a proposal to convert an occupied or previously occupied non-residential complex to a non-residential common interest development. Non-residential includes industrial,

commercial, office, and/or mixed-use project.

(c) ***Density bonus or incentive.*** Any request for incentives to produce lower income and senior housing per State Government Code section 65915.

(d) ***Development review, streamlined.*** The following shall be subject to streamlined development review, if the project complies with applicable development standards in this Zoning Code and meets one of the following conditions:

(1) Residential construction of one story in the R1, R2-MD, R2-HD, and R3 zones.

(2) Residential uses permitted by right in the Zoning Code and qualifying for ministerial approval as a 'use by right' consistent with the applicable provisions of the Government Code.

(3) Additions to existing buildings in the AP, CL, C1, C2, C1-S, MG, or MP zones that comply with the applicable development standards in this Zoning Code and do not exceed 2,000 square feet or 50% of the existing building area, whichever is less, shall be subject to streamlined development review.

(e) ***Development review.*** The following shall be subject to development review:

(1) *Residential construction of two or more stories.* In any zone, residential construction of two or more stories that complies with the applicable development standards in this Zoning Code and the forthcoming Citywide Residential and Mixed-Use Objective Design Standards adopted by city council. Until such objective standards are adopted, projects shall be subject only to the objective development standards in this Zoning Code.

(2) *Construction of new buildings or additions to existing buildings in the AP, CL, C1, C2, C1-S, MG, or MP zones that comply with the applicable development standards in this Zoning Code and exceed 2,000 square feet or 50% of the existing building area;* and,

(3) Any other use specified in this Zoning Code as requiring development review.

(f) ***Lot line adjustment.*** Any adjustment to an existing lot line between two lots, where the land taken from one lot is added to an abutting lot and/or where a greater number of lots than originally existed is not created. A lot line adjustment may be used to combine no more than four abutting lots.

(g) ***Master plan.*** Prior to development in the planned development (PD), town center (TC), shopping center (C1-S), and all types of institutional and recreational (I&R, I&R-S, and I&R-MLT) zoning districts, a master plan is required. Preliminary master plans are required in the TC and I&R-MLT zone, are optional in PD zones, and are not required in C1-S, I&R-S, and I&R zones.

(1) **Minor changes.** Minor changes in the location, siting or character of buildings and structures may be authorized by the planning division if required by the final engineering or other circumstances not foreseen at the time the master plan was approved. No change authorized under this section may cause any of the following:

a. A change in the use or character of the development;

b. An increase in the overall density or floor area ratio of the development;

c. An increase in overall coverage of structures;

d. A reduction or change in character of approved open space;

e. A reduction of required off-street parking;

f. A detrimental alteration to the pedestrian, vehicular and bicycle circulation and utility networks;

g. A reduction in required street pavement widths;

h. An increase of more than six inches in building height; or

i. A decrease in building setback greater than can be approved by a minor modification by the development services director.

(2) **Major amendments.** Substantial amendments to the master plan encompassing one or more of the minor changes listed in subparagraphs (1)a. through (1)i., or any proposed change determined by the development services director as a major amendment, shall be subject to review and approval by the zoning administrator. Furthermore, if the major amendment results in an overall building square footage that exceeds the maximum density or building square footage allowed by the approved master plan, the zoning administrator must find that the major amendment is consistent with the density, floor area ratio, and trip budget standards established by the general plan, as applicable.

(3) **Minor amendments.**

a. Minor amendments to existing master plans in planned development zones are subject to section 13-56, master plan required.

b. Minor amendments to existing master plans in the TC, C1-S, MU, I&R, I&R-S, and I&R-MLT zones may be approved by development review if the planning division finds that the proposed construction does not materially affect required open space, floor area ratio, and parking requirements specified in the approved master plan. Furthermore, if the minor amendment results in an overall building square footage that exceeds the maximum building square footage allowed by the approved master plan, the planning division must find that the minor amendment is consistent with the floor area ratio and trip budget standards established by the general plan, as applicable.

(h) ***Minor conditional use permit.*** Any use or deviation from development standards specified in this Zoning Code as requiring a minor conditional use permit.

(i) ***Minor modification.*** Any deviation from an adopted development standard in this Zoning Code that meets the criteria listed in Table 13-28(i).

TABLE 13-28(i)
MINOR MODIFICATION

Standard	Deviation Range
Decrease in required front yard depth; provided that in residential zones, the garage is set back a minimum of 19 feet from the front property line	20% or less
Decrease in required rear yard depth	20% or less
Decrease in required side yard width	20% or less
Increase in maximum fence/wall height	33 1/3 % or less
Decrease in five-foot setback on street side for fences/walls in excess of 36 inches on corner lots in multi-family residential zones	100% or less
Increase in depth of permitted projections into required yards	20% or less
Decrease in minimum driveway width for two or more dwelling units	to not less than 10 feet
Deviation in sign area, height, setbacks, separation and other sign specifications	10% or less
Decrease in required distance between main structures	20% or less
Decrease in required distance between accessory and main structures	20% or less
Decrease in minimum width and length of garage dimensions	5% or less

(2) *Minor building additions that encroach into required setbacks no further than the existing main structure, excluding architectural features.* However, no nonconforming setback width or depth may be decreased further, and the building addition shall comply with all other applicable sections of this Zoning Code and other codes.

(3) Fabric awnings that project no more than five feet from the building face.

(4) Minimum length of no less than 18 feet for driveways as measured from the ultimate property line.

(5) Any deviation from development standards specified in this Zoning Code as requiring a minor modification.

(j) ***Mobile home park conversion.*** Any conversion of an existing mobile home park to any other use permitted or conditionally permitted in the applicable zoning district.

(k) ***Planned signing program.*** A voluntary, optional alternative to the general sign regulations, except in the C1-S zone where it is required.

(l) ***Reasonable accommodation.*** As defined in section 13-200.62

(m) (Reserved)

(n) ***Rezone.*** Any proposed change to the official zoning map.

(o) ***Special use permit.*** Refer to Chapter XV of the Zoning Code.

(p) ***Specific plan conformity review.*** Any proposed action or land use which is required by the applicable specific plan to be reviewed for conformity with the purpose and intent of the plan.

(q) ***Tentative tract or parcel map (including vesting).*** Any proposed subdivision of land which is required by a provision of the Subdivision Map Act or this Zoning Code to file a tentative tract or parcel map.

(r) ***Variance.*** Any deviation from a development standard in this Zoning Code that is not specified as a minor modification or major modification, or a deviation that is not allowed by approval of conditional use permit, minor conditional use permit, or specific plan conformity procedure.

(s) ***Landmarks and historic districts located within the city.*** A person may request placement of a significant historic structure on the local Register of Historic Places subject to the criteria and procedures established in Chapter IX, Article 14, Historic

Preservation.

(t) ***Certificate of appropriateness.*** A certificate issued by the planning commission (or other commission/committee designated by the city council), approving plans, specifications, or statements of work for any proposed alteration, restoration, or rehabilitation, construction, relocation, or demolition, in whole or in part, of a "designated cultural resource" listed on the city's local Register of Historic Places.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 99-17, § 3, 11-15-99; Ord. No. 01-10, §§ 1a., 1b., 3-5-01; Ord. No. 01-16, § 1b., 6-18-01; Ord. No. 02-4, § 1m, 3-18-02; Ord. No. 03-4, § 1(a), 6-2-03; Ord. No. 03-8, §§ 1, 2, 9-2-03; Ord. No. 05-3, § 1b., 2-7-05; Ord. No. 05-2, § 1a.—c., 2-22-05; Ord. No. 06-9, § 1b., 4-18-06; Ord. No. 07-17, § 1a., b., 10-2-07; Ord. No. 11-10, § 1, 9-20-11; Ord. No. 16-09, § 3, 10-4-16; Ord. No. 21-20, § 1, 12-7-21)

§ 13-29. Planning application review process.

(a) ***Application.***

(1) Application for any planning application shall be made to the planning division on the forms provided. Plans and information reasonably needed to analyze the application may be required. A list of required plans and information shall be available from the planning division.

(2) All applications shall be signed by the record owner of the real property to be affected. This requirement may be waived upon presentation of evidence substantiating the right of another person to file the application.

(b) ***Fees.*** The application shall be accompanied by all applicable processing fees as established by resolution of the city council.

(c) ***Public hearing.*** Upon receipt of a complete application for a planning application, the planning division shall fix a time and place of the public hearing if one is required pursuant to Table 13-29(c). For planning applications which require review by both the planning commission and city council, pursuant to Table 13-29(c), the final review authority shall hold a public hearing no more than 45 days from the receipt of the planning commission's recommendation.

TABLE 13-29(c) PLANNING APPLICATION REVIEW PROCESS					
Planning Applications	**Public Notice Required**	**Public Hearing Required**	**Recommending Authority**	**Final Review Authority**	**Notice of Decision**
Streamlined Development Review	No	No	None	Planning Division	No
Development Review Minor Modification	No	No	None	Planning Division	No
Reasonable Accommodation	No	No	None	Planning Division	No
Lot Line Adjustment	No	No	None	Planning Division	No
Special Use Permit	Yes	Yes	None	Planning Division	No
Major Modification Minor Conditional Use Permit Planned Signing Program	Yes	No	None	Zoning Administrator	Yes
Mobile Home Park Conversion Common Interest Development Conversion (Residential or Nonresidential) Specific Plan Conformity Review Tentative Parcel Map Tentative Tract Map Variance	Yes	Yes	Planning Division	Planning Commission	Yes
Conditional Use Permit Density Bonus Master Plan Master Plan—Preliminary	Yes	Yes	Planning Division	Planning Commission (excepted where noted otherwise in this zoning code)	Yes
Rezone	Yes	Yes	Planning Commission	City Council	No
Local Register of Historic Places	No	No	Planning Commission or other commission/ committee as designated by the City Council	City Council	Yes
Certificate of Appropriateness	No	No	Planning Commission or other commission/ committee as designated by the City Council	Planning Commission or other commission/ committee as designated by the City Council	No

(d) ***Public notice.*** When required pursuant to Table 13-29(c), public notice shall be given as described in the following subsections. Public notices shall contain a general explanation of the proposed planning application and any other information reasonably needed to give adequate notice of the matter to be considered.

(1) *Mailed notice required.* Notices of the hearing shall be mailed to all property owners and occupants within a 500 foot radius of the project site, except for applications for the construction of a building(s) 150 feet or more in height which shall require a greater notice radius pursuant to Table 13-29(d):

TABLE 13-29(d)
MAILED NOTICE REQUIRED

Building Height in Feet	Notice Requirement
More than 150 and less than or equal to 225	700-foot radius
More than 225 and less than or equal to 300	900-foot radius
More than 300	1,100-foot radius

The required notice radius shall be measured from the external boundaries of the property described in the application. The notice shall be mailed no less than 10 days prior to the hearing or determination on the application. The planning division shall require mailing labels from the project applicant for this purpose. The mailing labels shall reflect the last known name and address of owner(s) as shown on the last equalized county assessment roll or by a more current listing.

(2) *On-site posting required.* Additional notice shall be provided by posting a notice on each street frontage of the project site, no less than 10 days prior to the date set for the hearing or determination on the application.

(3) *Newspaper publication.* When a public hearing is required, notice shall also be published once in the city in a newspaper of general circulation, no less than 10 days prior to the date set for the public hearing.

(e) ***Review criteria.*** Review criteria for all planning applications shall consist of the following:

(1) Compatible and harmonious relationship between the proposed building and site development, and use(s), and the building and site developments, and uses that exist or have been approved for the general neighborhood.

(2) Safety and compatibility of the design of buildings, parking area, landscaping, luminaries and other site features which may include functional aspects of the site development such as automobile and pedestrian circulation.

(3) Compliance with any performance standards as prescribed elsewhere in this Zoning Code.

(4) Consistency with the general plan and any applicable specific plan.

(5) The planning application is for a project-specific case and is not to be construed to be setting a precedent for future development.

(6) When more than one planning application is proposed for a single development, the cumulative effect of all the planning applications shall be considered.

(7) For residential developments, consistency with any applicable design guidelines adopted by city council resolution.

(8) For affordable multi-family housing developments which include a minimum of 16 affordable dwelling units at no less than 20 dwelling units per acre, the maximum density standards of the general plan shall be applied, and the maximum density shall be permitted by right and not subject to discretionary review during the master plan application process.

(f) ***Conditions***. The final review authority pursuant to Table 13-29(c), may impose reasonable conditions to assure compliance with the applicable provisions of this Zoning Code, and to assure compatibility with surrounding properties and uses and to protect the public health, safety and general welfare. The final review authority may also require such written guarantees, cash deposits, recorded land use restrictions, etc., as may be necessary to assure compliance with the conditions.

(g) ***Findings***. When granting an application for any of the planning applications specified below, the final review authority shall find that the evidence presented in the administrative record substantially meets any required conditions listed below. Other findings may also be required pursuant to other provisions of this Zoning Code.

(1) Major modifications and variance findings:

a. Because of special circumstances applicable to the property, the strict application of development standards deprives such property of privileges enjoyed by others in the vicinity under identical zoning classifications.

b. The deviation granted shall be subject to such conditions as will assure that the deviation authorized shall not constitute a grant of special privileges inconsistent with the limitation upon other properties in the vicinity and zone in which the property is situated.

c. The granting of the deviation will not allow a use, density, or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property.

(2) Conditional use permit and minor conditional use permit findings:

a. The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area.

b. Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.

c. Granting the conditional use permit or minor conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property.

(3) Density bonus and concession or incentive findings:

a. The request is consistent with State Government Code section 65915 et. seq. regarding density bonuses and other incentives, the general plan, any applicable specific plan, and Chapter IX special regulations, Article 4 density bonuses and other incentives.

b. The requested density bonus and incentive or concession constitute the minimum amount necessary to provide housing at the target rents or sale prices and/or a child care facility.

c. The granting of the incentive or concession is required in order to provide for affordable housing costs, as defined in Health and Safety Code section 50052.5 or for rents for the targeted units.

d. The granting of the incentive or concession and/or the waiver or reduction of development standards does not have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Government Code section 65589.5 upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

e. The granting of the incentive or concession and/or the waiver or reduction of development standards does not have an adverse impact on any real property that is listed in the California Register of Historical Resources.

(4) Lot line adjustment findings: The lot line adjustment and improvements are consistent with the general plan, any applicable specific plan and this Zoning Code.

(5) Master plan findings:

a. The master plan meets the broader goals of the general plan, any applicable specific plan, and the Zoning Code by exhibiting excellence in design, site planning, integration of uses and structures and protection of the integrity of neighboring development.

(6) Minor modification findings:

a. The improvement will not be materially detrimental to the health, safety and general welfare of persons residing or working within the immediate vicinity of the project or to property and improvements within the neighborhood.

b. The improvement is compatible and enhances the architecture and design of the existing and anticipated development in the vicinity. This includes the site planning, land coverage, landscaping, appearance, scale of structures, open space and any other applicable features relative to a compatible and attractive development.

(7) Mobile home park conversion findings:

a. The impacts of the conversion on the residents of the mobile home park have been duly considered as required by the State Government Code.

b. The proposed conversion project is consistent with the general plan, any applicable specific plan and this Zoning Code.

(8) Planned signing program findings:

a. The proposed signing is consistent with the intent of Chapter VIII, Signs, and the General Plan.

b. The proposed signs are consistent with each other in design and construction taking into account sign style and shape, materials, letter style, colors and illumination.

c. The proposed signs are compatible with the buildings and developments they identify taking into account materials, colors and design motif.

d. Approval does not constitute a grant of special privilege or allow substantially greater overall visibility than the standard sign provisions would allow.

(9) Reasonable Accommodation findings: Refer to Chapter IX, Article 15.

(10) Common interest development conversion findings:

a. The applicant has submitted an adequate and legally binding plan which addresses the displacement of long-term residents, particularly senior citizens and low- and moderate-income families and families with school-age children; and

b. The proposed common interest development conversion project conforms to adopted general plan policies and any applicable specific plan or urban plan, and if applicable, increases the supply of lower cost housing in the city and/or that the proposed conversion project fulfills other stated public goals.

c. The establishment, maintenance, or operation of the project will not be detrimental to the health, safety, peace, comfort, and general welfare of persons residing or working in the surrounding neighborhood, nor will the project be detrimental or injurious to property and improvements in the neighborhood or the general welfare of the city.

d. The overall design and physical condition of the common interest development conversion project achieves a high standard of appearance, quality, and safety.

e. The proposed common interest development conversion project conforms to the Costa Mesa Zoning Code requirements.

f. For a proposed common interest development conversion project that does not conform to the zoning code requirements, the project due to its proportions and scale, design elements, and relationship to the surrounding neighborhood, is of continued value to the community and it contributes to defining and improving the community as a whole. Deviations from zoning code requirements are acceptable because it would be impracticable or physically impossible without compromising the integrity of the overall project to implement features that could result in conformance with current code requirements.

g. For a proposed common interest development conversion project located in an urban plan area, the proposed conversion is consistent with the applicable mixed-use overlay zoning district. Specifically, the proposed non-residential conversion project supports a mixed-use development or a similar land use that is not allowed in the base zoning district, or the proposed conversion project is a residential common interest development that is permitted by either the base or overlay zoning district.

(11) Rezone findings: The proposed rezone is consistent with the Zoning Code and the general plan and any applicable specific plan.

(12) Specific plan conformity review findings: Refer to the applicable specific plan text.

(13) Tentative parcel or tract map findings:

a. The creation of the subdivision and related improvements is consistent with the general plan, any applicable specific plan, and this Zoning Code.

b. The proposed use of the subdivision is compatible with the general plan.

c. The subject property is physically suitable to accommodate the subdivision in terms of type, design and density of development, and will not result in substantial environmental damage nor public health problems, based on compliance with the Zoning Code and general plan, and consideration of appropriate environmental information.

d. The design of the subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision, as required by State Government Code section 66473.1.

e. The division and development will not unreasonably interfere with the free and complete exercise of the public entity and/or public utility rights-of-way and/or easements within the tract.

f. The discharge of sewage from this land division into the public sewer system will not violate the requirements of the State Regional Water Quality Control Board pursuant to Division 7 (commencing with State Water Code section 13000).

(h) ***Decision.***

(1) After the public hearing, if required, the final review authority may approve, conditionally approve or deny any application for the planning application based upon the standards and intent set forth in the applicable provisions of this Zoning Code. In the case of a denial, the applicant shall be notified of the circumstances of the denial.

(2) For planning applications which require the planning commission to make a recommendation to the final review authority, the authority shall not approve any major change or additions in any proposed planning application until the proposed change or addition has been referred to the planning commission for a report, unless the change or addition was previously considered by the planning commission. It shall not be necessary for the planning commission to hold a public hearing to review the referral. Failure of the planning commission to report to the final review authority within 40 days after the referral shall be deemed approval of the proposed change or addition.

(i) ***Notice of decision.***

(1) Notice of the zoning administrator's decision shall be given within five days of the decision to the city council, planning commission and to any affected party requesting the notice. Any member of the planning commission or city council may request review of a zoning administrator's decision within seven days of the notice of the decision. No fee shall be charged for such review.

(2) Notice of the planning commission's decision shall be given within five days to the city council and to any affected party requesting the notice. Any member of the city council may request review of the decision within seven days of the notice of the decision. No fee shall be charged for such review.

(j) ***Appeals.*** Appeals of the final review authority shall be filed within seven days of the public hearing or the date of the notice of decision according to the procedures set forth in Title 2, Chapter IX, Appeal, Rehearing and Review Procedure.

(k) ***Time limits and extensions.***

(1) Planning applications shall run with the land until revoked, except as provided in this section or in a condition imposed at the time of granting the planning application.

(2)

a. Unless otherwise specified by condition of approval, any permit or approval not exercised within 24 months from the actual date of review authority approval shall expire and become void, unless an extension of time is approved in compliance with paragraph (4) of this subsection;

b. The permit shall not be deemed "exercised" until at least one of the following has first occurred:

1. A building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the building official.

2. A certificate of occupancy has been issued.

3. The use is established and a business license has been issued.

4. A time extension has been granted in compliance with paragraph (3)

of this subsection.

(3) The time limits specified in paragraph (2) of this subsection shall not apply to preliminary master plans, except that the first phase of the final master plan must be approved within 24 months of the approved preliminary master plan. Time limits regarding the construction of improvements authorized by the approved final master plan for each phase of the project shall comply with the time limits established in paragraph (2).

(4) Extension of time.

a. *Filing and review of request.* No less than 30 days or more than 60 days before the expiration date of the permit, the applicant shall file a written request for an extension of time with the department, together with the filing fee established by resolution of the city council.

b. For extension requests not to exceed 180 days: The director of development services may extend the time for an approved permit or approval to be exercised. Only one request for an extension of 180 days may be approved by the director. Any subsequent extension requests shall be considered by the original approval authority.

c. For extensions requests of more than 180 days: The review authority for the original project shall consider the request to extend the time for an approved permit or approval to be exercised. A public hearing shall only be held if it was required on the original application. If notice was required for the original application, notice of the public hearing shall be given according to the procedures set forth in this chapter.

(5) Fees for extensions of time for planning applications may be established by resolution of the city council.

(6) Action on extension request. A permit or approval may be extended beyond the expiration of the original approval provided the director or the review authority finds that there have been no changes in the conditions or circumstances of the site, such as Zoning Code or General Plan amendment or other local and statewide regulations affecting the approved development standards, or project so that there would have been ground for denial of the original project or any changes to the General Plan and/or Zoning Code that would preclude approval of the same project at the time of the requested extension.

(7) Effect of expiration. After the expiration of the permit or approval, no further work shall be done on the site and no further use of the site shall occur until a new permit or approval, or other city permits or approvals are first obtained. Fees for extensions of time for planning applications may be established by resolution of the city council.

(l) ***Building permits/authority to proceed.*** No building permit or authority to proceed shall be granted until all required review and approval has been obtained and all

applicable appeal periods have expired.

(m) ***Compliance.*** Final occupancy shall not be granted unless the site development conforms to the approved set of building plans, applicable conditions of approval and code requirements.

(n) ***Reapplication.*** Upon final denial of any planning application, a new application for substantially the same planning application may not be filed within six months of the date of the denial. The development services director shall determine whether the new application is for a planning application which is substantially the same as a previously denied application. No decision of the development services director shall be effective until a period of seven days has elapsed following the written notice of a decision; an appeal of the decision shall be filed according to the procedures set forth in Title 2, Chapter IX, Appeal, Rehearing and Review Procedure.

(o) ***Enforcement authority.***

(1) The planning commission may require the modification or revocation of any planning application and/or pursue other legal remedies as may be deemed appropriate by the city attorney, if the planning commission finds that the use as operated or maintained:

a. Constitutes a public nuisance as defined in State Civil Code Sections 3479 and 3480; or

b. Does not comply with the conditions of approval.

(2) The modification or revocation of any permit by the planning commission under this subsection shall comply with the notice and public hearing requirements set forth in subsections (c) and (d). The development services director may require notice for a development review or minor modification, if deemed appropriate.

(p) ***Amendment to a planning application.*** Any approved planning application may be amended by following the same procedure and fee schedule as required for the initial approval, with the exception of the following two instances:

(1) Minor amendments to conditional use permits shall be processed as minor conditional use permits; and

(2) Amendments to master plans which comply with section 13-28(f)(1) may be authorized by the planning division.

(q) ***Concurrent processing.*** Unless otherwise stated in this Zoning Code, applications for proposed projects which require two or more planning application approvals may be processed concurrently. Final project approval shall not be granted until all necessary approvals have been obtained.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 5—7, 3-2-98; Ord. No. 99-17, § 4, 11-15-99; Ord. No. 01-11, § 1a., 3-5-01; Ord. No. 01-16, §§ 1c.—e., 6-18-01; Ord. No.

03-8, § 3, 9-2-03; Ord. No. 05-2, § 1d., e., 2-22-05; Ord. No. 06-7, § 1a., 4-18-06; Ord. No. 06-9, § 1c., 4-18-06; Ord. No. 07-17, § 1c., d., 10-2-07; Ord. No. 09-13, § 1, 11-17-09; Ord. No. 17-12, § 1, 9-19-17; Ord. No. 18-06, § 1, 9-4-18; Ord. No. 21-20, § 1, 12-7-21)

CHAPTER IV
CITYWIDE LAND USE MATRIX

§ 13-30. Purpose.

The purpose of this chapter is to provide a comprehensive list of uses which are permitted, conditionally permitted, or prohibited in the various zoning districts, as represented by Table 13-30, Land Use Matrix. In evaluating a proposed use, the following criteria shall also be considered:

(a) Uses determined as permitted may be subject to a discretionary review when construction is proposed, pursuant to Chapter III, Planning Applications.

(b) Uses proposed in the planned development zones are subject to verification of consistency with the master plan adopted for planned development zones. A proposed use not expressly allowed by the adopted master plan may require additional discretionary review pursuant to Table 13-30, Land Use Matrix.

(c) All listed uses in the matrix are subject to verification of compliance with density and floor area ratio limits, parking requirements and performance standards which may, in certain cases, prevent the establishment of the use.

(d) Any proposed use not listed in the Land Use Matrix shall be reviewed by the development services director to determine its similarity to another listed use. If no substantial similarity exists, the proposed use shall require approval of a conditional use permit prior to establishment of the use.

(e) For the purpose of Table 13-30, Land Use Matrix, the various zoning districts are labeled as follows:

Residential zones: R1, R2-MD, R2-HD, and R3

Commercial zones: AP, CL, C1, C2, C1-S, and TC

Industrial zones: MG and MP

Planned Development Residential zones: PDR-LD, PDR-MD, PDR-HD, and PDR-NCM

Planned Development Commercial zone: PDC Planned Development

Industrial zone: PDI

The Parking zone: P

Institutional and Recreational zones: I & R, I & R-S, and I & R-MLT

(f) For zoning districts located in a specific plan area, please refer to the appropriate specific plan text to determine if any additional regulations related to land uses are applicable.

(g) For the mixed-use overlay district located in an urban plan area, please refer to the appropriate urban plan text for additional regulations related to development standards and allowable land uses as applicable.

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
RESIDENTIAL USES																						
1. Single-family dwellings (single housekeeping units)	P[4]	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	•	•	P	•
2. Multi-family dwellings	•	P	P	P	•	•	•	•	•	P	•	•	P	P	P	P	P	P	•	•	P	•
2.1 Common interest developments, residential	•	P	P	P	•	•	•	•	•	P	•	•	P	P	P	P	P	P	•	•	P	•
2.2 Small lot subdivisions, residential	•	P	P	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
3. Mobile home parks	•	C	C	C	•	•	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•
4. Boarding-house, small[7]	•	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	•	•	•	•
5. Boarding-house, large[7]	•	C	C	C	•	•	•	•	•	•	•	•	•	C	C	C	C	C	•	•	•	•
6. Residential care facility, six or fewer persons (State licensed)	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	P	•	P	•
7. Group homes, six or fewer	S	S[6]	S[6]	S[6]	•	•	•	•	•	•	•	•	S[6]	S[6]	S[6]	S[6]	S[6]	S[6]	P	•	P	•
7.1 Sober living homes, six or fewer	S[5]	S[6]	S[6]	S[6]	•	•	•	•	•	•	•	•	S[6]	S[6]	S[6]	S[6]	S[6]	S[6]	P	•	•	•
8. Residential care facility, seven or more	•	C[6]	C[6]	C[6]	•	•	•	•	•	•	•	•	•	C[6]	C[6]	C[6]	C[6]	C[6]	P	•	•	•
9. Group homes, seven or more	•	C[6]	C[6]	C[6]	•	•	•	•	•	•	•	•	•	C[6]	C[6]	C[6]	C[6]	C[6]	P	•	•	•
9.1 Sober living homes, seven or more	•	C[6]	C[6]	C[6]	•	•	•	•	•	•	•	•	•	C[6]	C[6]	C[6]	C[6]	C[6]	P	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
10. Referral facility (Subject to the requirements of section 13-32.2, referral facility).	•	C[2]	C[2]	C[2]	•	•	•	C[2]	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	•	•
11. Single room occupancy residential hotel (subject to City Council Policy 500-5)	•	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Employee housing, six or fewer	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	•	•	P	•
Supportive housing	P[12]	P[11,12]	P[11,12]	P[11,12]	•	•	•	•	•	P[11,12]	•	•	P[11,12]	P[11,12]	P[11,12]	P[11,12]	P[11,12]	P[11,12]	•	•	P[11,12]	•
Transitional housing	P[12]	P[12]	P[12]	P[12]	•	•	•	•	•	P[12]	•	•	P[12]	P[12]	P[12]	P[12]	P[12]	P[12]	•	•	P[12]	•
Low barrier navigation center	•	•	•	•	•	•	•	•	•	P[13]	•	•	•	•	•	•	P[13]	P[13]	•	•	P[13]	•
ACCESSORY USES																						
13. Animals, keeping of	SEE TITLE 3, ANIMALS AND FOWL																					
14. Antennas: Amateur radio, Satellite dish, Communication	SEE CHAPTER IX, ARTICLE 2, ANTENNAS																					
16. Day care facilities (15 children or more) (see also Nursery schools)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	•
17. Family day care—Large (7 to 14	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P	•	P[2]	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
children) (subject to the requirements of section 13-37, large family day care homes)																						
18. Family day care—Small (up to 8 children)	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P[3]	P[3]	P	•	P[3]	•
19. Garage/yard sales—No more than 2 events permitted a year, not to exceed 3 consecutive days	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P[3]	P[3]	•	•	P[3]	•
21. Home occupations (subject to the requirements of chapter IX, article 6, home occupations)	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P[2]	•	P[2]	•
22. Home occupations that generate traffic and do not involve more than 1 customer/ client at a time or more than 8 customers/clients per day (subject to the requirements of ch. IX, article 6, home occupations)	MC[2]	MC[2]	MC[2]	MC[2]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2,3]	MC[2,3]	MC[2,3]	•	MC[2,3]	•
22.1 Non-residential accessory uses in a residential development not otherwise specified in this table	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
21. Home occupations (subject to the requirements of chapter IX, article 6, home occupations)	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P[2]	•	P[2]	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
22. Home occupations that generate traffic and do not involve more than 1 customer/ client at a time or more than 8 customers/clients per day (subject to the requirements of ch. IX, article 6, home occupations)	MC[2]	MC[2]	MC[2]	MC[2]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2,3]	MC[2,3]	MC[2,3]	•	MC[2,3]	•
22.1 Non-residential accessory uses in a residential development not otherwise specified in this table	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
22.2 Accessory dwelling unit (subject to the requirements of ch. V, section 13-35, accessory dwelling units)	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	P[2]	•
22.3 Junior accessory dwelling unit (subject to the requirements of ch. V, section 13-35, accessory dwelling units)	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	P[2]	•
22.4 Temporary real estate and construction offices (subject to the requirements of ch. IX, art. 10, temporary trailers)	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]
INSTITUTIONAL AND RECREATIONAL USES																						
23. Cemeteries	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
24. Churches and other places of religious assembly (Subject to the requirements of article 4.5, development standards for churches and other places of religious assembly)	C[2]	C[2]	C[2]	C[2]	C[2]	C[2]	P[2]	P[2]	C[2]	C[2]	P[2]	P[2]	C[2]	C[2]	C[2]	C[2]	C[2]	C[2]	P[2]	C[2]	C[2]	•
25. Civic and community clubs	C	C	C	C	C	C	P	P	P	P	C	C	C	C	C	C	C	C	C	•	P	•
26. Convalescent hospitals; nursing homes	•	C	C	C	C	C	C	C	•	•	•	•	•	•	•	•	•	•	P	•	•	•
27. Country clubs; golf courses	C	C	C	C	•	•	•	•	•	•	•	•	C	C	C	C	•	•	P	C	•	•
28. Crematories (See also Mortuary services)	•	•	•	•	•	•	•	C	•	•	C	C	•	•	•	•	•	•	C	•	•	•
29. Fairgrounds; outdoor festival (permanent)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•
30. Hospitals, general	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	P	•
31. Libraries, privately-operated	C	C	C	C	•	•	C	C	C	C	C	C	C	C	C	C	C	C	P	C	•	•
31a. Marijuana and/or medical marijuana cultivation	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
31b. Cannabis and/or marijuana distributer	•	•	•	•	•	•	•	•	•	•	•	C[9]	•	•	•	•	•	C[9]	•	•	•	
31c. Cannabis and/or marijuana manufacturer or processor	•	•	•	•	•	•	•	•	•	•	•	C[9]	•	•	•	•	•	C[9]	•	•	•	
31d. Cannabis and/or marijuana retail sales storefront	•	•	•	•	•	C[9]	C[9]	C[9]	C[9]	C[9]	•	•	•	•	•	•	•	•	•	•	•	

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
31e. Cannabis and/or marijuana retail sales nonstorefront (deliveries)	•	•	•	•	•	C[9]	C[9]	C[9]	C[9]	C[9]	•	C[9]	•	•	•	•	•	C[9]	•	•	•	•
31f. Cannabis and/or marijuana research and development and/or testing laboratories	•	•	•	•	•	•	•	•	•	•	•	C[9]	•	•	•	•	•	C[9]	•	•	•	
32. Mortuary services without crematories	•	•	•	•	C	C	C	C	C	•	C	C	•	•	•	•	•	•	C	•	•	•
32a. Needle exchange program	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
33. Nursery schools—See also Day care facilities for 15 or more children	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	•
34. Parks and playgrounds	C	C	C	C	•	•	•	•	•	C	•	•	C	C	C	C	C	C	P	P	P	•
35. Public offices and facilities, such as city halls, courthouses, police/ fire stations, etc.	C	C	C	C	C	C	P	P	P	P	C	C	C	C	C	C	C	C	P	•	•	•
36. Schools: primary, secondary and colleges	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	•
37. Schools: trade and vocational; group counseling	•	•	•	•	•	MC	P	P	P	P	MC	MC	•	•	•	•	P	MC	P	P	•	•
38. Senior congregate care facility	•	C	C	C	C	C	C	C	C	C	•	•	•	C	C	C	C	•	C	•	•	•
39. Swap meets	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	C	•	•
39a. Emergency shelters	•	•	•	•	•	•	•	•	•	•	•	C[10]	•	•	•	•	•	P[10]	•	•	•	•
SPECIAL SEASONAL EVENTS																						

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
41. Christmas tree lots; pumpkin patches; fireworks stands; produce stands (subject to the requirements of title 9, chapter II, regulation of certain businesses)	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•	P[2]	P[2]	P[2]	P[2]	•	•
COMMERCIAL AND INDUSTRIAL USES																						
42. Acupressure; massage (subject to the requirements of title 9, chapter ii, article 22, Massage establishments and practitioners)	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	P[2]	•	•	•	•	•
43. Adult businesses (See Sexually-oriented businesses)																						
44. Aggregate batch plants; Rock or asphalt crushing; Sand blasting	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
45. Ambulance services	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	MC	•	•	•	•	MC	MC	•	•	•	•
46. Amusement centers (subject to the requirements of chapter IX, article 5, electronic game machines)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	•	•
47. Animal hospitals; veterinary services (kenneling only when incidental to principal hospital use)	•	•	•	•	•	C	C	P	P	C	C	C	•	•	•	•	P	•	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
48. Animal shelters, pounds, kennels, training schools	•	•	•	•	•	•	•	C	•	•	C	C	•	•	•	•	•	•	C	•	•	•
48a. Antique malls	•	•	•	•	•	•	P	P	P	•	MC	MC	•	•	•	•	P	MC	•	•	•	•
49. Artists, sculptors studios	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
50. Auction houses	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
51. Automobile (See Motor vehicle)																						
52. Banks; savings and loans; and other financial institutions	•	•	•	•	P	P	P	P	P	P	•	•	•	P	P	P	P	P	•	•	•	•
53. Bars; nightclubs (See Establishments where food or beverages are served)																						
54. Barber and beauty shops with accessory uses such as permanent make up, facials, and accessory massage	•	•	•	•	•	P	P	P	P	P	•	•	•	P	P	P	P	P	•	•	•	•
55. Billiards parlors	•	•	•	•	•	•	C	C	C	C	C	C	•	C	C	C	C	C	•	•	•	•
56. Botanical gardens; Zoos	•	•	•	•	•	•	C	C	C	C	•	•	•	•	•	•	•	•	C	•	•	•
57. Bowling centers	•	•	•	•	•	•	C	C	C	C	•	•	•	•	•	C	C	•	•	•	•	•
58. Breweries; Distilleries	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
60. Building supplies; Hardware stores (retail)	•	•	•	•	•	•	P	P	P	•	•	•	•	P	P	P	P	•	•	•	•	•
61. Business services—See Offices																						
62. Car washes	•	•	•	•	•	•	C	C	C	C	C	C	•	C	C	C	C	C	•	•	•	•
63. Carts— Outdoor retail sales in conjunction with an established business	•	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	•	MC	MC	MC	MC	MC	MC	•	•	•
64. Catering	•	•	•	•	•	MC	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
65. Coffee roasting	•	•	•	•	•	•	•	•	•	•	MC	MC	•	•	•	•	•	•	•	•	•	•
66. Coffee roasting (in conjunction with establishments where food or beverages are served)	•	•	•	•	•	•	MC	MC	MC	MC	MC	MC	•	MC	MC	MC	MC	MC	•	•	•	•
67. Commercial art; Graphic design	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
68. Commercial testing laboratories	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
69. Computer and data processing	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
70. Contracting: general contractors; operative builders	•	•	•	•	•	C	C	P	C	•	P	P	•	•	•	•	•	P	•	•	•	•
71. Convenience stores; mini-markets (subject to the requirements of chapter IX, article 16, liquor stores, convenience stores, and mini-markets)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	•	C[2]	C[2]	C[2]	•	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
72. Department stores (retail)	•	•	•	•	•	•	P	P	P	P	•	•	•	•	•	•	P	•	•	•	•	•
73. Electronic game machines (four or more), incidental to the primary use, (subject to the requirements of chapter IX, article 5, electronic game machines)— Excluding amusement centers listed separately	•	•	•	•	•	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	•	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	•	•	•	•
74. Engineering; architectural; and surveying services— See Offices																						
75. Entertainment, live or public	•	•	•	•	•	SEE TITLE 9, ARTICLE 11, REGULATORY PERMITS FOR PUBLIC ENTERTAINMENT							•	SEE TITLE 9, ARTICLE 11, REGULATORY PERMITS FOR PUBLIC ENTERTAINMENT							•	•
76. Establishments where food or beverages are served	•	•	•	•	•	SEE CHAPTER V, ARTICLE 4, ESTABLISHMENTS WHERE FOOD OR BEVERAGES ARE SERVED							•	SEE CHAPTER V, ARTICLE 4, ESTABLISHMENTS WHERE FOOD OR BEVERAGES ARE SERVED						•	•	•	•
77. Exhibition of products produced on premises or available for wholesale distribution	•	•	•	•	•	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
78. Flower stands— See also Carts	•	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	•	MC	MC	MC	MC	MC	MC	•	•	•
79. Furniture repair and refinishing with incidental sales	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	•	P	•	•	•	•
80. Grocery stores— See also Supermarkets; excluding convenience stores; and liquor stores listed separately	•	•	•	•	•	•	P	P	P	P	•	•	•	MC	MC	MC	MC	•	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
81. Hazardous waste facilities, off-site (subject to chapter IX article 9, off-site hazardous waste facilities)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	C[2]	C[2]	•	•	•	•	C[2]	C[2]	C[2]	•	•	•
82. Heliports; Helistops	•	•	•	•	•	•	•	•	C	C	C	C	•	•	•	•	C	C	C	C	•	•
83. Hotels— Excluding motels listed separately	•	•	•	•	•	•	C	C	C	P	•	•	•	C	C	C	P	•	•	•	•	•
84. Landscape services (installation and maintenance)	•	•	•	•	•	MC	MC	P	P	•	P	P	•	•	•	•	•	P	•	•	•	•
85. Laundry, cleaning and garment services, including plants	•	•	•	•	•	P	P	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•
86. Leather tanning and finishing	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	C	•	•	•	•
87. Limousine services	•	•	•	•	•	C	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
88. Liquor stores (subject to the requirements of chapter IX, article 16, liquor stores, convenience stores, and mini- markets)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	•	•	•	C[2]	•	•	•	•	•
89. Lumber and building materials dealers, (wholesale)	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
90. Manufacturing: Light EXCEPT the following which are prohibited: • Manufacture of fertilizer • Manufacture of products involving	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	P2	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
the use of explosives Manufacture of rubber (including tires), steel																						
91. Manufacturing of chemical products, paints, pharmaceuticals, and plastics	•	•	•	•	•	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	C[2]	•	•	•	•
92. Manufacturing of stone, clay, glass and concrete products EXCEPT the following which are prohibited: • Manufacture of flat glass • Manufacture of cement and structural clay products • Manufacture of concrete, gypsum and plaster products • Manufacture of abrasive and asbestos products • Manufacture of nonclay refractories and crucibles • Processing and preparation of clay, ceramic and refractory minerals	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	•	•
93. Manufacturing or processing of foods and beverages EXCEPT the following which are prohibited: • Meat and poultry packing	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
plants • Grain mills • Sugar refining • Fats and oils processing mills • Seafood canneries and packaging (See also Breweries; Distilleries; Coffee roasting)																						
94. Massage— See also Acupressure (subject to the requirements of title 9, chapter II, article 22, massage establishments and practitioners)	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	P[2]	•	•	•	•	•
95. Medical laboratories	•	•	•	•	MC	MC	P	P	P	P	MC	MC	•	•	•	•	MC	MC	•	•	•	•
96. Metal fabrication, welding, foundry, die casting (subject to subsection 13-54(a), performance standards)	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	•	•	•	•	•
97. Motels— (Subject to requirements of chapter IX, article 8, motels) Excluding Hotels listed separately	•	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	•	•	•	•	•	•	•	•	•
98. Motion picture and television studios	•	•	•	•	C	C	C	C	•	•	P	P	•	•	•	•	P	P	•	•	•	•
99. Motion picture theaters and other theaters not within 200 feet of residential zones	•	•	•	•	•	•	P	P	P	P	•	•	•	•	•	•	P	•	•	•	•	•
100. Motion picture theaters and other	•	•	•	•	•	•	C	C	C	C	•	•	•	•	•	•	C	•	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
theaters within 200 feet of residential zones																						
101. Motor oil, used—Collection facility (subject to the requirements of chapter IX, article 9, off-site hazardous waste facilities)	•	•	•	•	•	•	P[2]	P[2]	P[2]	•	P[2]	P[2]	•	•	•	•	P[2]	P[2]	P[2]	P[2]	•	•
102. Motor vehicle, boat, and motorcycle retail sales, leasing, rentals and service with two or more outdoor display parking spaces	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
103. Motor vehicle, boat, and motorcycle retail sales, leasing, and rentals with one or less outdoor display parking space and no service (subject to verification of parking availability)	•	•	•	•	•	•	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
104. Motor vehicle service stations	•	•	•	•	•	•	C	C	C	•	•	•	•	•	•	•	C	•	•	•	•	•
105. Motor vehicle service stations with concurrent sale of alcoholic beverages (subject to requirements of chapter IX, article 3, concurrent sale of alcoholic beverages and motor vehicle fuel)	•	•	•	•	•	•	C[2]	C[2]	C[2]	•	•	•	•	•	•	•	C[2]	•	•	•	•	•
106. Motor vehicle; boat; and motorcycle repair services (including body and	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
paint work), not within 200 feet of residential zone (subject to subsection 13-54(b))																						
107. Motor vehicle; boat; and motorcycle repair services (including body and paint work), within 200 feet of residential zone (subject to subsection 13-54(b))	•	•	•	•	•	•	C	C	C	•	C	C	•	•	•	•	C	C	•	•	•	•
108. Nurseries (retail with no bulk fertilizer)	•	•	•	•	•	C	C	P	P	•	C	C	•	•	•	•	•	•	•	•	•	•
109. Offices: central administrative	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
110. Offices: engineering; architectural; and surveying services; management; consulting and public relations	•	•	•	•	P	P	P	P	P	P	P	P	•	MC	MC	MC	P	P	•	•	•	•
111. Offices: general	•	•	•	•	P	P	P	P	P	P	MC	MC	•	MC	MC	MC	P	P	•	•	•	•
113. Offices: medical and dental	•	•	•	•	P	P	P	P	P	P	•	•	•	MC	MC	MC	P	MC	MC	•	•	•
114. Offices: services to businesses such as bookkeeping and data processing	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
115. Off-street parking lots and structures including related maintenance buildings	•	•	•	•	C	C	C	C	C	P	C	C	•	•	•	C	C	C	C	C	•	P
116. Off-street parking lots and structures,	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	MC	•	•	•	MC	MC	MC	MC	MC	•	MC

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
incidental uses within																						
117. Oil fields; oil wells (see chapter XIV, oil drilling)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
118. Pawn shops	•	•	•	•	•	C	C	C	C	•	•	•	•	•	•	•	•	•	•	•	•	•
119. Photocopying; blueprinting and related services	•	•	•	•	•	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
120. Photofinishing laboratories	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
121. Photofinishing stores	•	•	•	•	•	P	P	P	P	P	•	•	•	•	•	•	P	P	•	•	•	•
122. Photography: Commercial	•	•	•	•	P	P	P	P	P	P	MC	MC	•	•	•	•	P	MC	•	•	•	•
123. Photography: portrait studio	•	•	•	•	P	P	P	P	P	P	•	•	•	•	•	•	P	MC	•	•	•	•
124. Physical fitness facilities	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
125. Printing and publishing	•	•	•	•	•	•	MC	P	MC	MC	P	P	•	•	•	•	P	P	•	•	•	•
126. Recording studios	•	•	•	•	•	•	MC	MC	MC	•	MC	MC	•	•	•	•	MC	MC	•	•	•	•
127. Recycling and collection facilities for nonhazardous materials	•	•	•	•	•	MC	MC	MC	MC	•	MC	MC	•	•	•	•	MC	MC	MC	MC	•	•
128. Research and development laboratories— Other than cannabis and/or marijuana testing laboratories	•	•	•	•	C	C	C	P	C	C	P	P	•	•	•	•	•	P	•	•	•	
129. Restaurants— See Establishments where food or beverages are																						

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
served																						
130. Retail: general—Excluding antique malls, pawn shops, supermarkets, grocery stores, convenience stores; and liquor stores listed separately	•	•	•	•	•	P	P	P	P	P	•	•	•	P	P	P	P	P	•	•	•	•
131. Retail, incidental sales to the main use (subject to the requirements of section 13-54(a), incidental retail sales)	•	•	•	•	P	P	P	P	P	P	P[2]	P[2]	•	P	P	P	P	P[2]	•	•	•	•
132. Retail: nonstore	•	•	•	•	P	P	P	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•
133. Rifle, pistol, and firing ranges	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	C	•	•	•
134. Sexually-oriented businesses (subject to the requirements of title 9, chapter IV and title 13, chapter IX, sexually-oriented businesses)	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	•	P[2]	•	•	•	•	•
135. Skating rinks	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	C	C	C	C	C	•	•
135a. Smoking lounge (subject to chapter IX, article 19, smoking and vaping uses)	•	•	•	•	•	•	•	•	C[2]	•	•	P[2]	•	•	•	•	C[2]	•	•	•	•	•
135b. Smoking/ vaping retailer (subject to chapter IX, article 19, smoking and vaping	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
uses)																						
136. Storage of chemicals and allied products (except as incidental use)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
137. Storage of explosives	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
138. Storage of fertilizer	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•	•	•
139. Storage of motor vehicles— Outdoor (not including impound yard)	•	•	•	•	•	•	C	C	C	•	MC	MC	•	•	•	•	C	MC	•	•	•	•
139a. Storage of motor vehicles— Indoor only (not including impound yard)	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
140. Storage of petroleum and coal products	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
141. Storage of rock, sand, crushed aggregate and gravel	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•	•	•
142. Studios: dance; martial arts; music, etc.	•	•	•	•	•	•	P	P	P	MC	MC	MC	•	MC	MC	MC	P	MC	•	•	•	•
143. Supermarkets— See also Grocery stores	•	•	•	•	•	•	P	P	P	P	•	•	•	MC	MC	MC	MC	•	•	•	•	•
143a. Specialty stores	•	•	•	•	•	•	P	P	P	P	•	•	•	•	MC	MC	MC	•	•	•	•	•
144. Tattoo parlors	•	•	•	•	•	•	C	C	C	•	•	•	•	•	•	•	C	•	•	•	•	•
145. Tire sales and installation not within 200 feet of residential zone	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
146. Tire sales and installation within 200 feet of residential zone	•	•	•	•	•	•	MC	MC	MC	•	MC	MC	•	•	•	•	MC	MC	•	•	•	•
147. Tow companies with or without impound yard	•	•	•	•	•	•	C	C	C	•	MC	MC	•	•	•	•	•	MC	•	•	•	•
148. Transfer station for refuse, sewage treatment	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	C	C	•	•	•
149. Trucking: local and long distance	•	•	•	•	•	•	•	C	•	•	P	P	•	•	•	•	•	C	•	•	•	•
150. Warehouses, mini (subject to the requirements of chapter IX, article 7, mini- warehouses)	•	•	•	•	•	•	C[2]	C[2]	C[2]	•	MC[2]	MC[2]	•	•	•	•	•	MC[2]	•	•	•	•
151. Warehouses, public	•	•	•	•	•	•	C	C	C	•	P	P	•	•	•	•	•	P	•	•	•	•
152. Warehousing of durable and nondurable goods except livestock and poultry—See also Storage	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
153. Wholesale trade of motor vehicles, boats and motorcycles with outdoor storage of vehicles	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
154. Wholesale trade of motor vehicles, boats and motorcycles without outdoor storage of vehicles	•	•	•	•	•	MC	MC	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX
ZONES

LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
155. Wholesale trade of durable, nondurable goods, except livestock, poultry and perishable goods	•	•	•	•	•	MC	MC	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•

Notes:

1	Uses proposed in this zone are subject to verification of consistency with the adopted master plan. Uses not specified in the master plan, could be allowed, subject to the review process indicated in this matrix, if the proposed use is determined to be compatible with the adopted master plan. Residential uses shall not be permitted on any site or parcel of land on which residential uses are expressly prohibited by the general plan.
2	This use is subject to the requirements of the referenced Municipal Code article or section.
3	If residential uses exist, accessory uses shall be permitted.
4	For the purposes of this table, the symbols in the non-shaded areas shall have the following meaning: C—Conditional Use Permit; MC—Minor Conditional Use Permit; P—Permitted; •—Prohibited; and S—Special Use Permit.
5	Six hundred fifty foot separation required between sober living homes, or from state licensed alcohol or drug abuse recovery or treatment facilities. CMMC 13-311(a)(10)(i).
6	Subject to the separation requirement set forth in sections 13-322(a)(3) and 13-323(b).
7	Small boardinghouses shall locate at least 650 feet from any other small boardinghouse. Large boardinghouses shall be located at least 1,000 feet away from any other boardinghouse.
8	Uses prohibited in the base zoning district of a mixed-use overlay zone shall also be prohibited in the overlay zone.
9	Prohibited at the SoCo property, 3303 through 3323 Hyland Ave.
10	Emergency shelters located on sites owned, controlled, and/or operated by the city in the MP and/or the PDI zone are a permitted use, not subject to a master plan requirement and the standards in section 13-200.79(1), (2), (4), (8), (10) and (13) do not apply to such uses.
11	Supportive housing, as defined in Government Code Section 65650, shall be permitted by-right in all zones where multifamily and mixed uses are permitted by-right, provided it is consistent with Government Code Sections 65650 – 65656.
12	Pursuant to Government Code Section 65583(c)(3), transitional and supportive Housing shall be considered a residential use of property and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zoning district.
13	Low barrier navigation centers shall be permitted by-right provided they are consistent with the requirements in Government Code Sections 65660-65668.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-4, § 2, 2-2-98; Ord. No. 98-5, § 8, 3-2-98; Ord. No. 00-5, § 1(b), 3-20-00; Ord. No. 01-1, § 1, 1-15-01; Ord. No. 01-30, § 1a(Att. A), 1-7-02; Ord. No. 02-4, § 1b(Att. A), 3-18-02; Ord. No. 02-12, § 1c, 6-17-02; Ord. No. 05-2, § 1f.(Att. A), 2-22-05; Ord. No. 05-11, § 2b., 7-19-05; Ord. No. 06-2, § 1a., 2-7-06; Ord. No. 06-9, § 1d., 4-18-06; Ord. No. 06-18, § 1b., 9-5-06; Ord. No. 07-2, § 1d., 2-6-07; Ord. No. 11-10, § 1, 9-20-11; Ord. No. 13-1, § 2B., 3-19-13; Ord. No. 14-04, § 2B., 4-1-14; Ord. No. 14-13, 10-21-14; Ord. No. 15-06, §§ 1—3, 7-7-15; Ord. No. 15-10, § 2B, 9-15-15; Ord. No. 15-11, §§ 3—5, 11-17-15; Ord. No. 16-01, § 4, 1-19-16; Ord. No. 16-09, §§ 4, 5(Exh. A), 10-4-16; Ord. No. 16-13, § 2, 11-15-16; Ord. No. 16-15, § 5, 11-8-16; Ord. No. 18-03, § 3, 1-16-18; Ord. No. 18-04, § 3, 4-3-18; Ord. No. 19-13, § 3, 9-3-19; Ord. No. 19-15, § 1, 9-17-19; Ord. No. 21-03, § 4, 3-2-21; Ord. No. 21-08, § 1, 6-15-21; Ord. No. 21-20, § 1, 12-7

Article 11. Mixed-Use Overlay District (MUOD)

13-83.50. Purpose

13-83.51. Definitions

13-83.52. Mixed-use development types

13-83.53. Application review procedures in mixed-use overlay district

13-83.54. Mixed-use development standards

13-83.55. Mixed-use compatibility standards

13-83.56. Phase mixed-use developments

13-83.57. Harbor Mixed-Use Overlay

13-83.58. Properties identified in Housing Element

(a) **Purpose.**

(1) The purpose of this Section is to implement the City's currently adopted Housing Element by establishing zoning provisions for sites identified in the Housing Element Sites Inventory to accommodate the City's lower-, moderate-, and above-moderate-income Regional Housing Needs Allocation (RHNA) consistent with Government Code sections 65583 and 65583.2, Subsections (c), (h) and (i).

(b) **Applicability.**

(1) The provisions of this Section shall apply to all sites identified in the City's currently adopted Housing Element Sites Inventory to accommodate the City's RHNA, shown in the Housing Element as Table B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA or any future adopted Housing Element Sites Inventory to accommodate the City's RHNA.

(2) **Previously Identified Sites**. The provisions of this Section shall also apply to any non-vacant Housing Element Site that was identified in a prior Housing Element and any vacant Housing Element Site that was identified in two or more consecutive prior Housing Elements, consistent with Government Code Section 65583.2 Subsection (c). Such sites shall be subject to the minimum density and by-right approval standards established in this Section. Such sites are identified in the City's currently adopted Housing Element Sites Inventory, shown as Table

B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA or any future adopted Housing Element Sites Inventory to accommodate the City's RHNA.

(3) **Exception.** The provisions of this Section shall not apply to residential projects, mixed-use projects, or other projects located within the boundaries of the Fairview Developmental Center Specific Plan or any of the following properties identified in Table B-6 of the Housing Element by address or APN:

- 610 W. 18th St. (HE Site 96)
- 3390 Harbor Blvd. (HE Site 134)
- 3390 Harbor Blvd. (HE Site 136)
- 3315 Fairview Rd. (HE Site 137)
- 1201 S. Coast Dr. (HE Site 138)
- 3400 Bristol St. (HE Site 139)
- 685 Sunflower Ave. (HE Site 140)
- 3410 Bristol St. (HE Site 141)
- 3333 Bristol St. (HE Site 145)
- APN: 412-491-11 (HE Site 146)
- 3333 Bristol St. (HE Site 147)
- 2180 Harbor Blvd. (HE Site 194)
- 2180 Harbor Blvd. (HE Site 195)
- APN: 140-041-83 (HE Site 198)
- 3333 Susan St. (HE Site 196)
- 1590 Adams Ave. (HE Site 203)
- 1590 Adams Ave. (HE Site 204)
- 3420 Bristol St. (HE Site 205)

(c) **Severability and State Law Consistency.**

(1) This Section is intended to be consistent with, and shall be interpreted and applied to comply with, all applicable requirements of State housing law, including Government Code Sections 65915(c)(3), 65583 and 65583.2 as those provisions may be amended from time to time, and any successor statutes. If any provision of this Section conflicts with State law, the applicable State law shall control.

(2) If any provision of this Section, or its application to any person or circumstance, is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect other provisions or applications of this Section that can be given effect without the invalid provision or application. The City Council declares that it would have adopted this Section and each provision, section, sentence, clause, and phrase thereof, irrespective of the fact that any one or more provisions may be declared invalid or unenforceable.

(d) **Definitions**

(1) **"Housing Element Site"** means any site identified in the currently adopted Housing Element Sites Inventory to accommodate the City's (RHNA), shown in the Housing Element as Table B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA.

(2) **“Lower-Income Household”** has the same meaning as defined in Health and Safety Code Section 50079.5.

(3) **“Lower-Income Housing Element Site”** means any Housing Element Site identified in the currently adopted Housing Element that accommodates any portion of the City’s lower-income RHNA and subject to the requirements of Government Code Section 65583.2 (h) and (i), shown in the Housing Element as Table B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA.

(4) **“Use by Right”** has the same meaning as in Government Code Section 65583.2 Subsection (i) and requires ministerial approval for multifamily housing developments in which at least 20 percent of the total number of units are affordable to lower-income households. “Use by Right” means that the review of an owner-occupied or renter-occupied multifamily residential use may not require a conditional use permit, planned unit development permit, or other discretionary review or approval that would constitute a “project” for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code.

(5) **“Prior Housing Element Site”** means any non-vacant Housing Element Site that was identified in the prior Housing Element and any vacant Housing Element Site that was identified in two or more consecutive prior Housing Elements. Such sites are identified in the City’s currently adopted Housing Element Sites Inventory, shown as Table B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA.

(6) **“Protected Unit”** means any unit that, within the past five years, was occupied by a lower-income household regardless of whether the unit was deed-restricted or that was subject to an affordability covenant or rent control.

(e) **Supersession of Overlay**

(1) **For Lower-Income Housing Element Sites**:

- **Supersession of Other Zoning Provisions.** Projects on Lower-Income Housing Element Sites shall be governed by this Section, and the provisions in this Section shall supersede and prevail over any conflicting provisions of the underlying base zone, including, but not limited to, minimum residential floor area, minimum residential capacities and densities, unit caps, trip budgets (if applicable), ministerial review and approval requirements, and permitted uses, and all other applicable zoning provisions, such as other urban plans, overlays, and specific plans, and the provisions of this Article that apply to non-Lower-Income Housing Element sites. Notwithstanding the foregoing, to the extent an applicable Specific Plan allows for more permissive standards or greater heights, projects on Lower-Income Housing Element Sites may utilize such standards or heights.

- **Ministerial Review and Approval.** Projects on Lower-Income Housing Element Sites shall be a Use by Right pursuant to Subsection (f)(1).
- **Minimum Residential Floor Area.** Projects on Lower-Income Housing Element Sites shall satisfy the minimum residential floor area requirements established in Subsection (g)(3).
- **Minimum Residential Site Capacity and Density.** Projects on Lower-Income Housing Element Sites shall satisfy the minimum residential capacity and density requirements established in Subsection (h)(1)(ii) and (h)(1)(iii).

(f) **Review and Approvals Procedures**

(1) **Use by Right.** A project on a Lower-Income Housing Element Site that provides at least 20 percent of the total dwelling units affordable to Lower-Income Households shall be processed as a Use by Right, consistent with Government Code Section 65583.2(h) and (i). Such projects shall be subject only to ministerial review to verify compliance with all applicable objective design and development standards in accordance with a Streamlined Development Review process per CMMC Title 13, Chapter III (Planning Applications). A project that does not qualify as a Use by Right shall be processed in accordance with a Development Review process per CMMC Title 13, Chapter III (Planning Applications).

(2) **Subdivision.** Any subdivision of a Lower Income Housing Element Site shall comply with all applicable provisions of CMMC Title 13, Chapter XI (Subdivisions) and the Subdivision Map Act.

(g) **Permitted Uses**

(1) **Multi-Family Dwellings.** Multi-family dwellings shall be permitted on all Housing Element Sites subject to the requirements of this Section.

(2) **Non-Residential Uses.** Those non-residential uses permitted in Commercial Zones in accordance with CMMC Title 13, Chapter IV (Citywide Land Use Matrix) shall be permitted as part of mixed-use projects on all Housing Element Sites.

(3) **Mixed-Use on Lower-Income Housing Element Sites**. Mixed-use projects shall be permitted on Lower-Income Housing Element Sites so long as at least 50 percent of total floor area is provided as residential uses, consistent with Government Code Section 65583.2, Subsection (h)(1)(B).

(4) **Multi-Family Dwellings on Lower-Income Housing Element Sites**. Multi-family dwellings consisting of 100 percent residential uses shall be permitted on Lower-Income Housing Element Sites, consistent with Government Code Section 65583.2, Subsection (h)(1)(B).

(h) **Development Standards**

(1) Density Standards

- **Maximum Densities**. Maximum residential densities shall be permitted as specified in the Housing Element Sites Inventory.
- **Minimum Site Capacity for Lower-Income Housing Element Sites.** If the identified maximum density of a Lower-Income Housing Element Site does not allow at least 16 dwelling units on site, then the maximum density identified shall be waived, and the maximum number of dwelling units permitted shall be 16 dwelling units on site consistent with Government Code Section 65583.2 Subsection (h).
- **Minimum Densities for Lower-Income Housing Element Sites.** A project proposed on a Lower Income Housing Element Site shall meet a minimum density requirement of 20 units per acre, inclusive of Accessory Dwelling Units, consistent with Government Code Section 65583.2, Subsection (h).

(2) Off-Street Parking Standards

- **Residential Uses.** Minimum off-street parking requirements for multi-family dwellings on Housing Element sites are provided in Table 13-83.58-A. Minimum Off-Street Parking Requirements.
- **Non-Residential Uses.** Minimum off-street parking requirements for those permitted non-residential uses on Housing Element sites shall be subject to CMMC Title 13, Chapter VI (Off-Street Parking Standards).

Table 13-83.58-A. Off-Street Parking Standards for Residential Uses

TABLE 13-83.58-A. OFF-STREET PARKING STANDARDS		
Dwelling Unit Type	**Minimum Off-Street Parking Requirement**	**Minimum Off-Street Guest Parking Requirement**
Studio or 1-bedroom unit	No minimum	0.25 space per unit
2 or more bedrooms per unit	No minimum	0.25 space per unit

(3) Development Standards

- Minimum and maximum requirements for building height, non-residential intensity, setbacks, lot coverage, and open space are provided in Table 13-83.58-B. Development Standards.

Table 13-83.58-B. Development Standards.

TABLE 13-83.58-B. DEVELOPMENT STANDARDS			
RESIDENTIAL DENSITY AND BUILDING HEIGHT STANDARDS			**ADDITIONAL PROVISIONS**
Min. Residential Density[1]	Max. Residential Density[2]	Max. Building Height	
20 du/ac	40 du/ac	60 ft.	
	50 du/ac		
	60 du/ac	72 ft.	
	90 du/ac	108 ft.	Or an applicable Specific Plan, whichever is higher

NON-RESIDENTIAL INTENSITY STANDARDS		**ADDITIONAL PROVISIONS**
Min. FAR	None	
Max. FAR	1.0	

SETBACK STANDARDS[3]		**ADDITIONAL PROVISIONS**
Front or side abutting a public street	Min. 10 ft. and max. 20 ft.	
Side or rear abutting alley	0 ft.	
Side or rear abutting:		
• Residential zone	20 ft.	
• Industrial use		
Side or rear abutting bluff crest	10 ft.	Section 13-34 (Bluff-Top Development) of Chapter V of Title 13 of the Costa Mesa Municipal Code

LOT STANDARDS		**ADDITIONAL PROVISIONS**
Min. lot size	None	
Max. lot coverage	90%	

OPEN SPACE STANDARDS		**ADDITIONAL PROVISIONS**
Usable common residential open space[4]	Total area equivalent to min. 30% of lot	Or as provided in an applicable Specific Plan
Usable private open space[5]	Min. 100 sq. ft./unit provided on the ground floor for dwelling units located on the ground floor, and min. 50 sq. ft./unit provided for dwelling units located above the ground floor	Or as provided in an applicable Specific Plan

Table 13-83.58-B. Development Standards.

TABLE 13-83.58-B. DEVELOPMENT STANDARDS		
RESIDENTIAL DENSITY AND BUILDING HEIGHT STANDARDS		**ADDITIONAL PROVISIONS**
Publicly accessible open space	Total area equivalent to min. 5% of commercial gross floor area for developments with a commercial gross floor area greater than 100,000 sq. ft.	

1 Based on the currently adopted Housing Element Sites Inventory.
2 Only applicable to Lower-Income Housing Element Sites and inclusive of Accessory Dwelling Units.
3 Minimum setbacks shall apply to all portions of a building or structure. Maximum setbacks along public streets shall only apply to a building or structure's ground floor, with exceptions for driveways, walkways, and open space.
4 Up to 50 percent of the required usable common residential open space may be substituted by publicly accessible open space.
5 Up to 50 percent of the required usable private open space may be substituted by usable common residential and/or publicly accessible open space.

(4) Objective Design Standards forthcoming.

- The City intends to prepare and adopt design standards to further guide the physical form and character of development on the rezoned sites. Until such standards are adopted, projects shall be subject only to the objective development standards contained in this Section. Upon adoption, the objective design standards shall apply to all projects subject to this Section and shall serve as the sole design criteria for ministerial review, consistent with Government Code Sections 65583.2 and 65589.5.

(i) **Replacement of Protected Units**

(1) **Demolition or Conversion of Protected Units.** Any project that involves the demolition or conversion of Protected Units, or that is located on a site where Protected Units were demolished or converted within the previous five years, shall comply with all applicable replacement housing, tenant protection, and right-of-return requirements under State Density Bonus Law, including Government Code Section 65915, Subsection (c)(3), and any successor statutes.

Article 1
Residential Districts

§ 13-84. Purpose.

The purpose of this article is to establish parking requirements for the residential zones. The provisions of this article shall apply to the R1, R2-MD, R2-HD and R3 zones, and to the residential portions of the planned development and Institutional and Recreational zones. Exception: These parking standards do not apply to high-rise residential developments in the North Costa Mesa Specific Plan; see the specific plan for applicable parking rates.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 07-2, § 1k., 2-6-07)

§ 13-85. Parking required.

In the residential districts, the following minimum off-street parking spaces shall be provided. The parking spaces shall provide safe and adequate ingress and egress and shall be maintained in connection with the building or structure and use of land.

(a) ***R1 zone and small-lot single-family common interest developments (excluding townhouses).*** Off-street parking in the form of a garage and open parking shall be provided as follows:

TABLE 13-85(A)
OFF-STREET PARKING STANDARDS FOR SINGLE-FAMILY DETACHED RESIDENCES IN R1 ZONE AND SMALL-LOT, DETACHED, RESIDENTIAL COMMON INTEREST DEVELOPMENTS

Single-Family Detached Residence with 4 Bedrooms or Fewer		
Garage Parking Spaces	**Open Parking Spaces[1]**	**Total Parking Spaces**
2	Lots without garage access from alley: 2	4
	Lots with garage access from alley: 1	3
Single-Family Detached Residence with 5 Bedrooms or More[2]		
New Construction		
Garage Parking Spaces[2]	**Open Parking Spaces[1,2]**	**Total Parking Spaces**
3	Lots without garage access from alley: 2	5
	Lots with garage access from alley: 1	4
Detached Common Interest Developments Up to 2 bedrooms		
2	1	3
Detached Common Interest Developments with 3 bedrooms or more		
2	2	4

1 In R1 zones, required open parking may be provided in a garage or on a minimum 19-foot long, individual driveway leading to a garage. In common interest developments, required open parking may be provided on an

individual unit's driveway or within the common area. Open parking provided as tandem spaces is subject to approval of a minor conditional use permit.

2 For single-family detached residences with five bedrooms or more, tandem parking of up to two standard vehicles is permitted in the garage as it relates to new construction. Tandem garage parking for single-family detached residences shall exclusively consist of two standard parking spaces.

(1) Required garage dimensions. Each garage space shall have interior dimensions that are a minimum 10 feet wide by 20 feet long, unobstructed inside measurements. Each residence shall have no more than 700 square feet of garage area unless authorized by a minor conditional use permit.

(2) With approval of a minor modification, the planning division may allow the retention of an existing driveway access from a street to satisfy open parking requirements, at such time that garage access is proposed from an abutting alley.

(b) ***R2-MD, R2-HD, R3, PDR-LD, PDR-MD, PDR-HD, PDR-NCM and residential components of developments in the PDC and PDI zones.*** At the time of the construction of any building and/or when a structure is enlarged or increased by adding a bedroom(s), required parking shall be provided per Table 13-85. Exceptions:

(1) For lots that are zoned multiple-family residential and contain only one single-family detached residence, the parking requirements in Table 13-85(a) shall be applied.

(2) For individual lots in common-interest developments that contain only one single-family detached residence (excluding townhouses), the parking requirements in Table 13-85(a) shall be applied.

(c) ***Reduction of required parking prohibited.*** A property owner or property manager shall make available to tenants and guests the parking required by this subsection. No property owner or property manager shall lease, rent, sell, or otherwise make unavailable to residents and guests required parking. Furthermore, the rental of a dwelling unit shall be deemed to include the exclusive use of at least one covered parking space and equal access to the required open spaces reserved for residents.

(d) Parking for accessory dwelling units and junior accessory dwelling units shall be provided per the requirements of section 13-35.

TABLE 13-85 RESIDENTIAL PARKING STANDARDS			
Unit Size	Minimum Off-Street Parking Requirement [1, 2, 3, 4]		Minimum Off-Street Guest parking Requirement [5,6]
STUDIO OR 1 BEDROOM	1		0.25
2 BEDROOMS OR MORE	2		0.25

1 If covered parking for apartments is provided in a parking structure and there is more than one parking space in any parking structure, then there shall be no solid walls constructed to separate individual parking spaces.

2 If open tenant parking spaces are provided in a project, spaces shall be distributed throughout the project at convenient locations and shall be screened from view from any public right-of-way.

3 For projects with individual driveways that are at least 19 feet long and lead to a garage space(s) or a carport space(s), the driveway area may be used for satisfying tenant parking requirements.

4 Parking can be reduced by 0.25 space per unit for two bedroom and larger units if parking is provided within either a carport or a parking structure. For purposes of this section, a parking structure shall be defined as: a structure designed and constructed to provide covered automobile parking where parking spaces are located in a common area with no walls or other physical separations between spaces. Open parking requirements may be met by excess covered parking.

5 Guest parking shall be clearly marked and permanently maintained for individuals visiting within the development. Guest parking spaces shall not be allowed on individual driveways except for single family detached, townhomes, or duplexes, where the driveway is leading to a two-car garage.

6 Fractions equal to or above one-quarter (0.25) shall be rounded up.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 01-16, §§ 1s.—1u., 6-18-01; Ord. No. 02-4, § 1i, 3-18-02; Ord. No. 03-8, §§ 5—7, 9-2-03; Ord. No. 09-3, § 1c., 5-19-09; Ord. No. 11-10, § 1, 9-20-11; Ord. No. 18-03, § 6, 1-16-18; Ord. No. 21-03, § 5, 3-2-21; Ord. No. 21-20, § 1, 12-7-21)

§ 13-86. Parking required in mixed-use overlay zone.

In the mixed-use overlay zone, residential parking rates are provided in the applicable urban plan.

(Ord. No. 06-9, § 1f., 4-18-06)

§ 13-87. General development standards.

General development standards for parking areas applicable to the residential zones are contained in Article 3, Development Standards, of this chapter.

(Ord. No. 97-11, § 2, 5-5-97)

Article 8
Motels

§ 13-172. Purpose and intent.

The purpose of this article is to establish operational and development standards, and requirements for motels which will ensure the continued availability of transient visitor and automobile tourist lodging within the city and to ensure the continued use of motels in the manner intended to provide such lodging.
(Ord. No. 14-11, § 1, 8-5-14)

§ 13-173. Definitions.

Long-term occupancy shall mean any occupancy in a motel in the city for a period exceeding 30 consecutive days or 30 days within any sixty-consecutive-day period.

Short-term occupancy shall mean any occupancy of a motel in the city for a period that does not fall within the definition of a long-term occupancy.
(Ord. No. 14-11, § 1, 8-5-14)

§ 13-174. Operational and development standards.

The following operational and development standards shall apply to all motels in the city and shall be included in conditions imposed upon the granting of any conditional use permit for such business, unless specifically modified by the conditional use permit:

(a) No property owner, motel operator or manager shall rent a room for a period that exceeds 30 consecutive days or 30 days within any sixty (6) consecutive day period, unless the property owner or motel operator has obtained a conditional use permit authorizing long-term occupancies pursuant to section 13-175.3.

(b) On-site management shall be available 24 hours a day.

(c) Each guest room shall be provided regularly-scheduled maid and housekeeping services. Such services shall be provided at least once every three days during any consecutive occupancy and at least once between each occupancy.

(d) In-room telephone service for emergency response purposes shall be provided in all guest rooms of the motel.

(e) Persons responsible for the renting of a room in any motel shall provide their name and permanent address, as verified by presentation of a valid driver's license or other valid identification, and the license number, state of license, make, model and year of any vehicle parked on-site or off-site. The registration information shall also include the dates of occupancy, length of stay and room rate. Such information shall be maintained for at least one year past the last day of stay of the guest.

(f) No room, suite or bed shall be assigned or rented more than once within any 24 hour period.

(g) The property owner/motel operator shall comply with the provisions of Chapter IV of Title 16 of the Costa Mesa Municipal Code pertaining to the operator's responsibility for the collection of transient occupancy tax.

(h) The business shall be conducted, at all times, in a manner that will allow the safe and quiet enjoyment of the surrounding neighborhood which includes, but is not limited to, security and operational measures to comply with this requirement.

(Ord. No. 14-11, § 1, 8-5-14)

§ 13-175. Application to existing businesses.

The requirements of this chapter, specifically including the long-term occupancy restrictions in section 13-174(a), shall apply to all motels in the city, whether it is new or was in existence prior to the effective date of this ordinance.

(Ord. No. 14-11, § 1, 8-5-14)

§ 13-175.1. Application to existing tenants.

(a) Nothing in this chapter shall require an existing tenant of a long-term occupancy, established prior to the effective date of this chapter, to move out of a unit they are already occupying. Those pre-existing long-term occupancies may continue pursuant to the terms of the existing lease or agreement, until that tenancy terminates by its own terms under the law.

(b) Whenever a long-term occupancy terminates, for whatever reason, the property owner/motel operator shall not re-lease that unit for a new long-term occupancy, except to the degree the motel will be in compliance with the requirements of this chapter.

(Ord. No. 14-11, § 1, 8-5-14)

§ 13-175.2. Procedure for compliance.

(a) Within 30 days of the effective date of this ordinance, the city shall notify the owners and operators of each motel in the city of the ordinance's adoption. The city shall send a copy of the ordinance, a "longterm occupancy form," and a schedule for compliance via certified return receipt mail. If a notice is returned, the city shall send the notice via standard U.S. mail.

(b) Within 30 days of the mailing of the notice in section 13-175.2(a), the property owner/motel operator shall submit a fully completed "long-term occupancy form" to the city that provides the total number of rooms used as long-term occupancies during the preceding 60 days; identify the long-term occupant by a valid driver's license or other valid identification; the make, year, and model of any vehicle parked on-site or off-site; and any other information to demonstrate compliance with the ordinance. If a property owner/motel operator fails to submit the long-term occupancy form, in addition to taking any other action authorized by law, the city shall estimate the total number of rooms used as long-term occupancies at zero.

(Ord. No. 14-11, § 1, 8-5-14)

§ 13-175.3. Conditional use permit for long-term occupancies.

A property owner/motel operator may apply for a conditional use permit authorizing the facility to exceed the long-term occupancy limits in section 13-174(a), subject to restrictions of the issuing authority. In order to be granted a conditional use permit under this section, the property owner/motel operator must demonstrate compliance with, and the city shall make a finding that, each of the following standards have been met:

(a) The motel must have a minimum of at least 75 rooms.

(b) Fireproof safety deposit boxes must be available to all occupants of the motel.

(c) Each guest room shall be provided regularly-scheduled maid, mail and housekeeping services. Such services shall be provided at least once every three days during any consecutive occupancy and at least once between each occupancy.

(d) Each room shall be a minimum of 375 square feet.

(e) The motel shall maintain on-site laundry services, available for use by guests.

(f) The proposed use is compatible with the surrounding neighborhood, uses, zoning and general plan.

(g) Each guest room shall have a fully equipped kitchen with an area for the preparation of food, and include the following: sink, cook top, oven and/or microwave oven, and refrigerator.

(Ord. No. 14-11, § 1, 8-5-14)

§ 13-175.4. Termination of tenancy.

(a) The provisions of this article shall not be used to terminate a tenancy in violation of the requirements of California Civil Code section 1940 et seq.

(b) When the conversion of motel to another use is proposed, the applicant shall comply with all applicable State and Federal laws related to the displacement and relocation of long-term occupants.

(Ord. No. 14-11, § 1, 8-5-14)

Title 13, Chapter IX, Article 15
Reasonable Accommodations

§ 13-200.60 Purpose.

It is the city's policy to provide reasonable accommodation in accordance with federal and state fair housing laws (42 USC § 3600 et seq., and Government Code § 12900 et seq.) for persons with disabilities seeking fair access to housing in the application of the city's zoning laws. The term "disability" as used in this article shall have the same meaning as the terms "disability" and "handicapped" as defined in the federal and state fair housing laws. The purpose of this article is to establish the procedure by which a person may request reasonable accommodation, and how the request is to be processed.

§ 13-200.61 Applicability.

Any person seeking approval to construct and/or modify residential housing for person(s) with disabilities, and/or operate a residential care facility, group home, or referral facility, which will substantially serve persons with disabilities may apply for a reasonable accommodation to obtain relief from a Zoning Code provision, regulation, policy, or condition which causes a barrier to equal opportunity for housing.

§ 13-200.62 Reasonable Accommodations – Procedure.

(a) *Application required.* An application for a reasonable accommodation shall be filed and processed with the Planning Division. The application shall include the following information and be subject to the determinant factors required by this section.

(b) *Submittal requirements.* The application shall be made in writing, and shall include the following information:

(1) The zoning code provision, regulation, policy, or condition from which accommodation is being requested;

(2) The basis for the claim that the individuals are considered disabled under state or federal law, and why the accommodation is necessary to provide equal opportunity for housing and to make the specific housing available to the individuals;

(3) Any other information that the director reasonably determines is necessary for evaluating the request for reasonable accommodation;

(4) Documentation that the applicant is: (a) an individual with a disability; (b) applying on behalf of one or more individuals with a disability; or (c) a developer or provider of housing for one or more individuals with a disability;

(5) The specific exception or modification to the zoning code provision, policy, or practices requested by the applicant;

(6) Documentation that the specific exception or modification requested by the applicant is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy the residence;

(7) Any other information that is reasonably necessary to determine whether the grounds for reasonable accommodation identified in subsection (e) of this section and the findings in subsection (f) of this section can be made, so long as any request for information regarding the disability of the individuals benefited complies with fair housing law protections and the privacy rights of the individuals affected.

(c) *Fees.* No application fee is required.

(d) *Director action.* Within 60 days of receipt of a completed application, the director shall issue a written determination to approve, conditionally approve, or deny a request for reasonable accommodation, and the modification or revocation thereof in compliance with this chapter. Any appeal to reasonable accommodation request denial or conditional approval shall be heard with, and subject to, the notice, review, approval, and appeal procedures prescribed for any other discretionary permit.

(e) *Grounds for reasonable accommodation.* The following factors shall be considered in determining whether to grant a requested accommodation:

(1) Is the requested accommodation necessary to afford a disabled person an equal opportunity to use and enjoy a dwelling? To determine whether the accommodation is necessary, the director may consider, among other things: The nature of the disability including the special needs created by the disability, the physical attributes and setting of the property and structures, the potential benefit that can be accomplished by the requested accommodation, and alternative accommodations that may provide a comparable level of benefit.

(2) Is the requested accommodation reasonable? A requested accommodation is not reasonable if it would impose an undue financial or administrative burden on the City. It is also not reasonable if it would fundamentally alter a City program, such as the City's zoning scheme.

a. In considering the financial or administrative burden on the City, the director may consider, among other things, the extent to which the City would have to dedicate resources, such as staff time and funds, to grant the request and other requests like it.

b. In considering the potential alteration to a City program, such as the City's zoning scheme, the director may consider, among other things, the degree of deviation from the City's General Plan, if any, the purpose and nature of the particular zoning district, and with nearby uses. The director may also consider whether the requested accommodation would potentially have adverse external impacts on properties in the vicinity.

(f) *Findings.* The written decision to approve, conditionally approve, or deny a request for reasonable accommodation shall be based on the following findings, all of which are required for approval. In making these findings, the director may approve alternative reasonable accommodations which provide an equivalent level of benefit to the applicant.

(1) The requested accommodation is requested by or on the behalf of one or more individuals with a disability protected under the fair housing laws.

(2) The requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling.

(3) The requested accommodation will not impose an undue financial or administrative burden on the city, as "undue financial or administrative burden" is defined in fair housing laws and interpretive case law. The determination of whether an accommodation poses an undue financial and administrative burden or whether a modification poses an undue financial and administrative burden must be made on a case-by-case basis and must consider various factors including:

a. The cost of the requested accommodation or the cost of a requested modification if the City is being requested to pay for the modification;

b. The financial resources of the person or persons who have a duty to provide the accommodation or the financial resources of the City if it is obligated to pay for the modification;

c. The benefits that a proposed alternative accommodation or modification would provide to the individual with a disability;

d. The availability of alternative accommodations or modifications that would effectively meet the disability-related needs of the individual with a disability;

(4) The requested accommodation demonstrates scale and intensity of use comparable to adjacent and nearby uses.

(5) The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health or safety of other individuals or substantial physical damage to the property of others. The assessment of whether the specific accommodation in question poses a direct threat to the health or safety of others or would cause substantial physical damage to the property of others must be based on objective evidence, and not unsubstantiated inferences. The evidence must be sufficiently recent as to be credible. The assessment must consider:

a. The nature, duration, and severity of the risk of a direct threat to the health and safety of others or of substantial physical damage to the property of others;

b. The likelihood that a direct threat to the health or safety of others or substantial physical damage to the property of others will actually occur; and

c. Whether there are any additional or alternative reasonable accommodations that will eliminate the direct threat to the health or safety of others or substantial physical damage to the property of others.

(6) If economic viability is raised by the applicant as part of the applicant's showing that the requested accommodation is necessary, then a finding that the requested accommodation is necessary to make facilities of a similar nature or operation economically viable in light of the particularities of the relevant market and market participants generally, not just for that particular applicant.

(7) The requested accommodation will not result in a fundamental alteration in the nature of the City's zoning program.

(g) The City may consider, but is not limited to, the following factors in determining whether the requested accommodation would require a fundamental alteration in the nature of the City's zoning program:

(1) Whether the requested accommodation would fundamentally alter the character of the neighborhood.

(2) Whether the accommodation would result in a substantial increase in traffic or insufficient parking.

(3) Whether granting the requested accommodation would substantially undermine any express purpose of either the City's general plan or an applicable specific plan.

(4) Whether the requested accommodation would create an institutionalized environment due to the number of and distance between facilities that are similar in nature or operation.

(5) Any other factors that would cause a fundamental alteration in the city's zoning program, as may be defined in the Fair Housing Law.

§ 13-200.63 Severability.

Should any section, subsection, clause, or provision of this article for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this article; it being hereby expressly declared that this article, and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional. This article shall be prospective in application from its effective date.

Article 18
Emergency Shelters

§ 13-200.79. Purpose and intent.

The purpose of this article is to establish operational and development standards for emergency shelters to ensure that these uses are operated to address the homeless' needs and consistent with the requirements of sections 65582, 65583, and 65589.5 of the Government Code relating to local planning.

Development standards. The following development and operational standards shall apply to establishment of emergency shelters as defined by the Zoning Code; provided, however, that operational standards (1), (2), (4), (8), (10) and (13) shall not apply to emergency shelters owned, controlled and/or operated by the City of Costa Mesa.

(1) The maximum length of stay shall not exceed 120 days in a 365-day period.

(2) Each emergency shelter may have a maximum of 30 beds.

(3) Off-site parking shall be provided at a parking rate of one parking space per employee during the largest shift, provided that the amount of parking required does not exceed the amount of parking required for any other residential or non-residential uses within the same zone.

(4) Stays at an emergency shelter facility shall be limited to the hours of 5:00 p.m. and 8:00 a.m. the following day. Each emergency shelter shall provide an interior and exterior waiting area adequate to accommodate waiting clients and to prevent queuing into the public right-of- way. An exterior waiting area shall be physically separated and visually screened from the public right-of-way.

(5) The emergency shelter facility shall provide an on-site resident manager on site at all times.

(6) A minimum distance of 300 feet shall be maintained from another emergency shelter. The distance of separation shall be measured in a straight line between the property lines of each use without regard to intervening structures or objects.

(7) The shelter operator shall provide minimum exterior lighting in compliance with the city's security requirements.

(8) The shelter operator shall patrol a half-mile radius surrounding the shelter site during hours that the shelter is in operation to ensure that shelter clients and homeless individuals who have been denied access are not congregating in the neighborhood.

(9) An operations plan shall be submitted for review and approval by the development services director and police chief prior to operation of the emergency shelter. The plan shall include minimum provisions related to on-site security and safety, staff training, loitering control, client eligibility, counseling services, and indoor and outdoor management of the facility.

(10) No emergency shelter in the MP Industrial Park zone that is also located in an area subject to the jurisdiction of the airport land use commission shall commence operation until the commission either approves the action or permit pursuant to the procedures set forth in Public Utilities Code section 21676(b) or, if denied, the city overrules the commission's decision.

(Ord. No. 13-1, § 2C., 3-19-13; Ord. No. 19-15, § 2, 9-17-19)

Article 3

Transportation System Management

§ 13-271 Purpose.

The purpose of this article is to set forth the provisions for assuring an adequate transportation system in conjunction with new development.
(Ord. No. 97-11, § 2, 5-5-97)

§ 13-272 Definitions.

For the purpose of this article, the following definitions shall apply:

Development project. This article applies to the following development project approvals: general plan amendments, specific plans, master plans, rezones, development reviews, variances, use permits, major modifications, minor modifications and development agreements, unless otherwise exempted by section 13-276, Exemptions.

Intersection. The general area where two or more roadways join or cross.

Measurable traffic. A volume of traffic which will result in a 0.01 or greater increase in the peak period volume to capacity ratio at any given signalized intersection.

Potentially deficient intersection. An intersection identified in the general plan for which the standard level of service may not be feasible upon general plan buildout. The intersection volume to capacity ratios identified in the general plan shall not be exceeded for these intersections.

Pro rata. A proportionate share based on a development project's impacts.

Standard level of service. The standard level of service shall be level of service "D" or better (0.90 or less volume to capacity ratio) for all signalized arterial intersections within the city during peak hours Monday through Friday with the exception of those intersections identified as potentially deficient in the general plan. Levels of service shall be defined and computed using the Intersection Capacity Utilization (ICU) methodology.

Transportation demand management program. A series of required and/or voluntary actions which reduce the vehicle trip generation rate of a specific use or uses of land.
(Ord. No. 97-11, § 2, 5-5-97)

§ 13-273 Comprehensive transportation system improvement program.

(a) Purpose. The comprehensive transportation system improvement program shall be adopted by resolution of the city council which addresses the cumulative impacts of development in a defined impact area. This program shall mandate circulation improvements, including freeway improvements, to ensure that the master plan of highways is constructed and that the standard level of service is achieved and will be maintained at all intersections in the defined impact area in accordance with the general plan. For those intersections identified as potentially deficient, the program shall identify the maximum improvements feasible in accordance with the general plan. The program shall address the funding, construction and maintenance of transportation facilities to implement the master plan of highways. The program shall be updated on an annual basis.

(b) Relationship to development fee program. The comprehensive transportation system improvement program shall be utilized to determine the pro rata share of the cost of necessary improvements attributable to development projects as described in section 13-274, Development fee program.

(c) Development phasing and performance monitoring report. Each year the city shall prepare a development phasing and performance monitoring report which shall be used to update the comprehensive transportation system improvement program.

(d) Interim approval procedure. Until such time as this program is adopted, development projects not exempted pursuant to section 13-276, Exemptions, may be approved if the city adopts findings that the development projects are consistent with the provisions of this article. (Ord. No. 97-11, § 2, 5-5-97)

§ 13-274 Development fee program.

(a) Establishment of development impact fee program. A development impact fee program shall be established by resolution of the city council based on the comprehensive transportation system improvement program. The program shall set forth the basis for the fee as required by State Government Code section 66001. The program shall establish guidelines for payment, accounting, and refund of the fees collected as required by State Government Code Sections 66001, 66006 and 66007.

(b) Updates of fee. On an annual basis, the city council shall review this fee program, as required by State Government Code section 66002, to determine whether the fee amounts are reasonably related to the impacts of development projects and whether the described public facilities are still needed.

(c) Limited use of fees. The revenues raised by payment through this fee program shall be placed in a separate and special account and such revenues, along with any interest earnings on that account, shall be used solely to:

(1) Pay for the city's future construction of facilities or to reimburse the city for those facilities, described or listed in the program, constructed by the city with funds advanced by the city from other sources; or

(2) Reimburse developers who have been required or permitted to install such listed facilities to the extent the actual cost of the facilities installed by the developer exceeds the impact fee obligation of the development project.

(d) Developer construction of public facilities. Whenever the conditions of approval of a development project require direct construction of a public transportation facility (see section 13-275(c), Development project review procedures) described or listed in the comprehensive transportation system improvement program, a credit or reimbursement, as applicable, shall be given against the development impact fee, which would have been charged to the development project under the program, for actual construction costs incurred by the developer. The reimbursement and/or credit amount shall not include any improvements the city can require from the development project under the Subdivision Map Act, or the portion of the improvement deemed to be an on-site improvement that is not included in the comprehensive transportation system improvement program.

(e) Fee adjustments. A developer of any development project subject to the fee program provided in this article may apply to the city council for:

(1) A waiver of the fee, or portion of the fee, based upon adequate documentation of the absence of any reasonable relationship or nexus between the circulation impacts of that development project and either the amount of the fee charged or the type of facilities to be financed; or

(2) A reduction of the fee based upon the implementation of a transportation demand management program, as described in section 13-275(d), Development project review procedures.

(3) The application for a fee waiver shall be made in writing and filed with the city clerk not later than:

a. 10 days prior to the public hearing on the development permit application for the project; or

b. If no development permit is required, at the time of the filing of the request for a building permit.

(4) The application shall state in detail the factual basis for the claim of waiver. The city council shall consider the application at the public hearing on the permit application held within 60 days after the filing of the application. The decision of the city council shall be final. If a waiver is granted, any change in use or increase in building intensity within the development project shall invalidate the waiver of the fee, and the developer shall be obligated to pay the full amount of the fee attributed to the development project, including the change in use or increase in intensity, as provided by this article.

(f) Fee refunds. A refund shall be made when a building permit expires and no extensions have been granted for a development project for which the funds have been collected and the development project has not been constructed.

(g) Fees for phased development projects. Where there is a requirement imposed upon a phased development project pursuant to this article for the payment of traffic impact fees into a comprehensive transportation system improvement program, such fees may be payable on a pro rata basis as each phase of the project is completed, in conjunction with the improvements accomplished.
(Ord. No. 97-11, § 2, 5-5-97)

§ 13-275 Development project review procedures.

(a) Traffic study required. A traffic impact study shall be required for all development projects estimated by the public services director to generate 100 or more vehicle trip ends during a peak hour. Traffic studies may also be required for smaller projects at the discretion of the public services director. The cost of the study shall be paid for by the developer. The study area and number of intersections to be analyzed shall be determined by the public services director and the study area shall be reasonably related to the estimated impacts attributed to the development project. The traffic study shall also identify mitigation measures that are reasonably related to the development project's traffic impacts.

(b) Mitigation measures. Mitigation measures for development projects shall consist of either payment of a development impact fee and/or construction of circulation improvements. The necessary circulation improvements may be designed and constructed by the developer as determined by the city. These mitigation measures shall be incorporated as conditions of the development project's approval. Table 13-275 indicates the criteria for either requiring payment of a development impact fee and/or construction of circulation improvements.

(c) Approval criteria. A development project may be approved if as a condition of approval it is required to construct a circulation improvement and/or pay a development impact fee, as shown in Table 13-275, and if a finding is made that the development project's impacts will be mitigated at all affected intersections within three years of issuance of the first building permit for the development project, as described in subsection (b), unless additional right-of-way or coordination with other government agencies is required to complete the improvement. If right-of-way acquisition or coordination with other governmental agencies delays the improvement construction, appropriate measures shall be taken to ensure that the improvement construction occurs in a timely manner. Circulation improvements may be required sooner if, because of extraordinary traffic generation characteristics of the development project or extraordinary impacts to the surrounding circulation system, the circulation improvements are necessary to prevent significant adverse impacts. For phased development projects, the construction of circulation improvements may be phased as well based upon the findings of the traffic study.

When a development project affects a potentially deficient intersection, the development project's impacts shall be mitigated such that the intersection volume to capacity ratios identified in the general plan shall not be exceeded.

(d) Transportation demand management program. Where a transportation demand management program is used to reduce vehicle trips related to a development project, the program shall comply with the following:

(1) A conditional use permit for the development project and program must be approved by the planning commission consistent with the requirements of subsection (c). An annual report shall be prepared for the city at the expense of the property owner, to show whether the vehicle trip reduction identified in the program has been achieved and maintained.

(2) If the annual report demonstrates that the vehicle trip reductions identified in the program have not occurred, the conditional use permit shall be reevaluated and additional conditions imposed by the planning commission in order to meet the requirements of this article.

(3) The traffic impact development fees required under this article shall be based on the trip generation forecast without consideration of estimated reductions associated with a transportation demand management program. An application for a fee reimbursement may be approved by the city council pursuant to section 13-274(e), Development fee program, based upon documentation of average annual trip reduction over a three-year period as reported in the annual monitoring report referenced in section 13-273(c), Comprehensive transportation system improvement program.

(e) Change of use. Each development project approved under this article shall be reevaluated by the public services director when any change in use occurs which may increase the project's traffic generation. The purpose of this reevaluation is to assure that traffic capacity is available in the transportation system. Any increase in traffic generation by the change of use shall be subject to review by the appropriate reviewing authority who may impose additional conditions on the development project for the mitigation of the increased traffic generation.

TABLE 13-275 DEVELOPMENT IMPACT CRITERIA				
PROJECT DEVELOPMENT SIZE	**INTERSECTION CONDITION**	**ICU INCREASE[1]**	**MITIGATION MEASURE(S)**	**INTENT OF MITIGATION MEASURE(S)**
Projects generating less than 100 peak hour trip ends	Adequate (Standard Level of Service or better) OR Deficient (exceeds Standard Level of Service)	Less than 1%	Payment of impact fee	Contribute to implementation of the Comprehensive Transportation System Improvement Program
		1% or greater		
Projects generating 100 or more peak hour trip ends	Adequate (Standard Level of Service or better) OR Deficient (exceeds Standard Level of Service)	Less than 1%	Payment of impact fee	Contribute to implementation of the Comprehensive Transportation System Improvement Program
		1% or greater	Payment of impact fee and improvement construction by developer under conditions listed in footnote #2	Contribute to implementation of the Comprehensive Transportation System Improvement Program and mitigate development project's impacts

1 ICU = Intersection Capacity Utilization

2 When the project contributes 50% or more of the incremental impact at the intersection and all of the improvements identified in the general plan at the subject location are required as mitigation. If all of the improvements identified in the general plan are not required as mitigation, then only the improvements determined necessary by the public services director shall be constructed by the developer.
(Ord. No. 97-11, § 2, 5-5-97)

§ 13-276 Exemptions.

(a) Exempt development projects. Projects which fall within any of the categories listed below shall be exempt from the provisions of this article:

(1) Any residential construction that does not increase the number of permanent housing units on the lot where the construction takes place, such as remodeling or rebuilding an existing house or units. Second units are also exempt.

(2) Any industrial or commercial construction that neither increases the footprint nor square footage or changes the use on the lot where the construction takes place, such as remodeling or rebuilding an existing structure, and does not increase peak hour trip generation.

(3) Public benefit facilities limited to public libraries, public administration facilities, public parks, public utilities, schools and related facilities.

(4) Facilities serving the health and safety of the public, limited to hospitals, police, fire and safety facilities.
(Ord. No. 11-10, § 1, 9-20-11)

Title 13, Chapter XV,
Group Homes

§ 13-310Purpose.

This chapter is intended to preserve the residential character of single-family residential neighborhoods and to further the purposes of the FEHA, the FHAA and the Lanterman Act by, among other things: (1) ensuring that group homes are actually entitled to the special accommodation and/or additional accommodation provided under the Costa Mesa Municipal Code and not simply skirting the city's boarding house regulations; (2) limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety and providing adequate on street parking; (3) providing an accommodation for the handicapped that is reasonable and actually bears some resemblance to the opportunities afforded non-handicapped individuals to use and enjoy a dwelling unit in a single-family neighborhood; and (4) to provide comfortable living environments that will enhance the opportunity for the handicapped and for recovering addicts to be successful in their programs.

§ 13-311 Special use permit required.

(a) A group home that may otherwise be considered an unpermitted use may locate in an R1 zone with a special use permit provided:

(1) An application for a group home is submitted to the director by the owner/operator of the group home. The application shall provide the following:

i. The name, address, phone number and driver's license number of the owner/operator;

ii. If the applicant and/or operator is a partnership, corporation, firm or association, then the applicant/operator shall provide the additional names and addresses as follows and such persons shall also sign the application:

a. Every general partner of the partnership,

b. Every owner with a controlling interest in the corporation,

c. The person designated by the officers of a corporation as set forth in a resolution of the corporation that is to be designated as the permit holder;

iii. The license and permit history of the applicant(s), including whether such applicant(s), in previously operating a similar use in this or another city, county or state under license and/or permit, has had such license and/or permit revoked or suspended, and the reason therefor;

iv. The name, address, phone number and driver's license number of the house manager;

v. A copy of the group home rules and regulations;

vi. Written intake procedures;

vii. The relapse policy;

viii. An affirmation by the owner/operator that only residents (other than the house manager) who are handicapped as defined by state and federal law shall reside at the group home;

ix. Blank copies of all forms that all residents and potential residents are required to complete; and

x. A fee for the cost of processing of the application as set by resolution of the city council.

No person shall open a group home with an operator or begin employment with a group home until this information has been provided and such persons shall be responsible for updating any of this information to keep it current.

(2) The group home has six or fewer occupants, not counting a house manager, but in no event shall have more than seven occupants. If the dwelling unit has an accessory dwelling unit, occupants of both units will be combined to determine whether or not the limit of six occupants has been exceeded.

(3) The group home shall not be located in an accessory dwelling unit unless the primary dwelling unit is used for the same purpose.

(4) The group home has a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a 24 hour basis and who are responsible for the day-to-day operation of the group home.

(5) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles.

(6) Occupants must not require and operators must not provide "care and supervision" as those terms are defined by Health and Safety Code section 1503.5 and section 80001(c)(3) of Title 22, California Code of Regulations.

(7) Integral group home facilities are not permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral use/facility.

(8) If the group home operator is not the property owner, written approval from the property owner to operate a group home at the property.

(9) The property must be fully in compliance with all building codes, municipal code and zoning.

(10) At least 48 hours prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall:

i. Notify the person designated as the occupant's emergency contact or contact of record that the occupant will no longer be a resident at the home;

ii. Contact the Orange County Health Care Agency OC Links Referral Line and/or another entity designated by the City to determine the services available to the occupant, including, but not limited to, alcohol and drug inpatient and outpatient treatment;

iii. Notify the city's Network for Homeless Solutions that an occupant is no longer a resident at the home, and determine the services available therefrom;

iv. Provide the information obtained from paragraphs ii and iii of this subsection (a)(10) and any other treatment provider or service to the occupant prior to his or her release on a form provided by the City and obtain the occupant's signed acknowledgement thereon;

v. Provided, however, that if the occupant's behavior results in immediate termination of residency pursuant to rules approved by the City as part of the special use permit for that facility, the operator shall comply with paragraphs i through iv of this subsection (a)(10) as soon as possible.

(11) Prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:

i. Make available to the occupant transportation to the address listed on the occupant's driver license, state-issued identification card, or the permanent address identified in the occupant's application or referral to the group home;

ii. Provided, however, that should the occupant decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the occupant transportation to another group home or residential care facility that has agreed to accept the occupant.

(12) The group home operator shall maintain records for a period of one year following eviction from or involuntary termination of residency of an occupant that document compliance with subsections (a)(10) and (a)(11) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of state or federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (a)(11) of this section by providing remuneration to the occupant for the cost of transportation.

(13) All drivers of vehicles picking up or dropping off persons at a group home shall comply with all applicable provisions of this Code and the Vehicle Code, including, but not limited to, those provisions regulating licensure and parking, standing and stopping.

(14) In addition to the regulations outlined above, the following shall also apply to sober living homes:

i. The sober living home is not located within 650 feet, as measured from the closest property lines, of any other sober living home or a state licensed alcoholism or drug abuse recovery or treatment facility.

ii. All occupants, other than the house manager, must be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or

Narcotics Anonymous and the sober living home must maintain current records of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.

iii. The sober living home's rules and regulations must prohibit the use of any alcohol or any non-prescription drugs at the sober living home or by any recovering addict either on or off site. The sober living home must also have a written policy regarding the possession, use and storage of prescription medications. The facility cannot dispense medications but must make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on site in a common area inside the dwelling unit. Any violation of this rule must be cause for eviction under the sober living home's rules for residency and the violator cannot be re-admitted for at least 90 days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home must have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

iv. The number of occupants subject to the sex offender registration requirements of Penal Code section 290 does not exceed the limit set forth in Penal Code section 3003.5 and does not violate the distance provisions set forth in Penal Code section 3003.

v. The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.

vi. The sober living home shall have a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud, profane or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.

vii. The sober living home shall not provide any of the following services as they are defined by section 10501(a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.

(15) An applicant may seek relief from the strict application of this section by submitting an application to the director setting forth specific reasons as to why accommodation over and above this section is necessary under state and federal laws, pursuant to section 13-200.62.

(b) The special use permit shall be issued by the director as a ministerial matter if the applicant is in compliance or has agreed to comply with subsections (a)(1) through (a)(14) of this section. At least 10 days prior to issuing a special use permit, the director shall cause a courtesy written notice to be mailed to the owner of record and occupants of all properties within 100 feet of the location of the group home. The issuance of the special use permit shall be denied upon a determination, and if already issued shall be revoked upon a hearing, by the director if any of the following circumstances exist:

(1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information;

(2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.

(3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the last seven to 10 years, to any of the following offenses:

i. Any sex offense for which the person is required to register as a sex offender under California Penal Code section 290 (last 10 years);

ii. Arson offenses—Violations of Penal Code Sections 451—455 (last seven years); or

iii. Violent felonies, as defined in Penal Code section 667.5, which involve doing bodily harm to another person (last 10 years).

iv. The unlawful sale or furnishing of any controlled substances (last seven years).

(4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.

(5) The owner/operator accepts residents, other than a house manager, who are not handicapped as defined by the FHAA and FEHA.

(6) A special use permit for a sober living home shall also be denied upon a determination, and if already issued, any transfer shall be denied or revoked, upon a hearing, by the director that any of the following additional circumstances exist:

i. Any owner/operator or staff person of a sober living home is a recovering drug or alcohol abuser and upon the date of application or employment has had less than one full year of sobriety.

ii. The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

iii. The sober living home, as measured by the closest property lines, is located within 650 feet of any other sober living home or state licensed alcoholism or drug abuse recovery or treatment facility. If a state-licensed alcoholism or drug abuse recovery or treatment facility moves within 650 feet of an existing sober living home this shall not cause the revocation of the sober living home's permit or be grounds for denying a transfer of such permit.

(7) For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations, including, but not limited to, failure to comply with the provisions of subsections (a)(10) through (13).

(8) Revocation shall not apply to any group home, which otherwise would cause it to be in violation of this section, that has obtained a reasonable accommodation pursuant to section 13-200.62.

§ 13-312 Compliance.

(a) All group homes which are subject to this Chapter shall comply with the provisions hereof regardless of when they commenced operations.

§ 13-313 Severability.

Should any section, subsection, clause, or provision of this chapter for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this chapter; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional. This chapter shall be prospective in application from its effective date.

Title 13, Chapter XVI,
Group Homes in the R2-MD, R2-HD and R3 Residential Zones and the PDR-LD, PDR-MD, PDR-HD, PDR-NCM, PDC, and PDI (Planned Development Zones)

§ 13-320 Purpose.

This chapter is intended to preserve the residential character the City of Costa Mesa's residential neighborhoods and to further the purposes of the FEHA, the FHAA and the Lanterman Act by, among other things:

(a) Ensuring that group homes are actually entitled to the special accommodation and/or additional accommodation provided under the Costa Mesa Municipal Code and not simply skirting the city's boarding house regulations;

(b) Limiting the secondary impacts of group homes by reducing noise and traffic, preserving safety and providing adequate off-street parking;

(c) Providing an accommodation for the handicapped that is reasonable and actually bears some resemblance to the opportunities afforded non-handicapped individuals to use and enjoy a dwelling unit in a residential neighborhood; and

(d) To provide comfortable living environments that will enhance the opportunity for the handicapped, including recovering addicts to be successful in their programs.

§ 13-321 Definitions.

Property. For purposes of this chapter, "property" is defined as any single development lot that has been subdivided bearing its own assessor's parcel number or with an approved subdivision map or condominium map.

§ 13-322 Group homes in the R2-MD, R2-HD and R3 residential zones and the PDR-LD, PDR-MD, PDR-HD, PDR-NCM, PDC, and PDI (planned development zones) zones with six or fewer occupants.

(a) A special use permit shall be required for and may be granted to permit the operation of a group home including a sober living home with six or fewer occupants in the R2-MD, R2-HD and R3 residential zones and the PDR-LD, PDR-MD, PDR-HD, PDR-NCM, PDC, and PDI (planned development zones) zones subject to the following requirements:

(1) The application for and operation of the group home complies with subsections (a)(1), (a)(2) and (a)(4) through (a)(14) of section 13-311.

(2) The application includes a live scan of the house manager and/or operator of the group home.

(3) The group home or sober living home is at least 650 feet from any other property, as defined in section 13-321, that contains a group home, sober living home or state-licensed drug and alcohol treatment facility, as measured from the property line.

(b) The development services director may issue, revoke or deny a special use permit for a group home including a sober living home subject to this chapter pursuant to the procedures and requirements of section 13-311.

(c) An applicant may seek relief from the strict application of this section by submitting an application to the director setting forth specific reasons as to why accommodation over and above this section is necessary under state and federal laws, pursuant to section 13-200.62.

§ 13-323 Conditional use permit required for group homes, residential care facilities and drug and alcohol treatment facilities in the R2-MD, R2-HD and R3 residential zones and the PDR-LD, PDR-MD, PDR-HD, PDR-NCM, PDC, and PDI (planned development zones) with seven or more occupants.

A conditional use permit shall be required for and may be granted to allow the operation of a group home, state-licensed residential care facility or state-licensed drug and alcohol treatment facility with seven or more occupants in the R2-MD, R2-HD and R3 residential zones and the PDR-LD, PDR-MD, PDR-HD, PDR-NCM, PDC, and PDI (planned development zones) zones subject to the following conditions:

(a) The requirements of Chapter III, Planning Applications, of this title have been met.

(b) The group home, residential care facility or state-licensed drug and alcohol treatment facility is at least 650 feet from any property, as defined in section 13-321, that contains a group home, sober living home or state-licensed drug and alcohol treatment facility, as measured from the property line, unless the reviewing authority determines that such location will not result in an over-concentration of similar uses.

(c) The applicant obtains an operator's permit as required by Article 23, Chapter 2 of Title 9, except that this requirement shall not apply to any state-licensed residential care facility, state licensed drug and alcohol treatment facility, or group home without an operator.

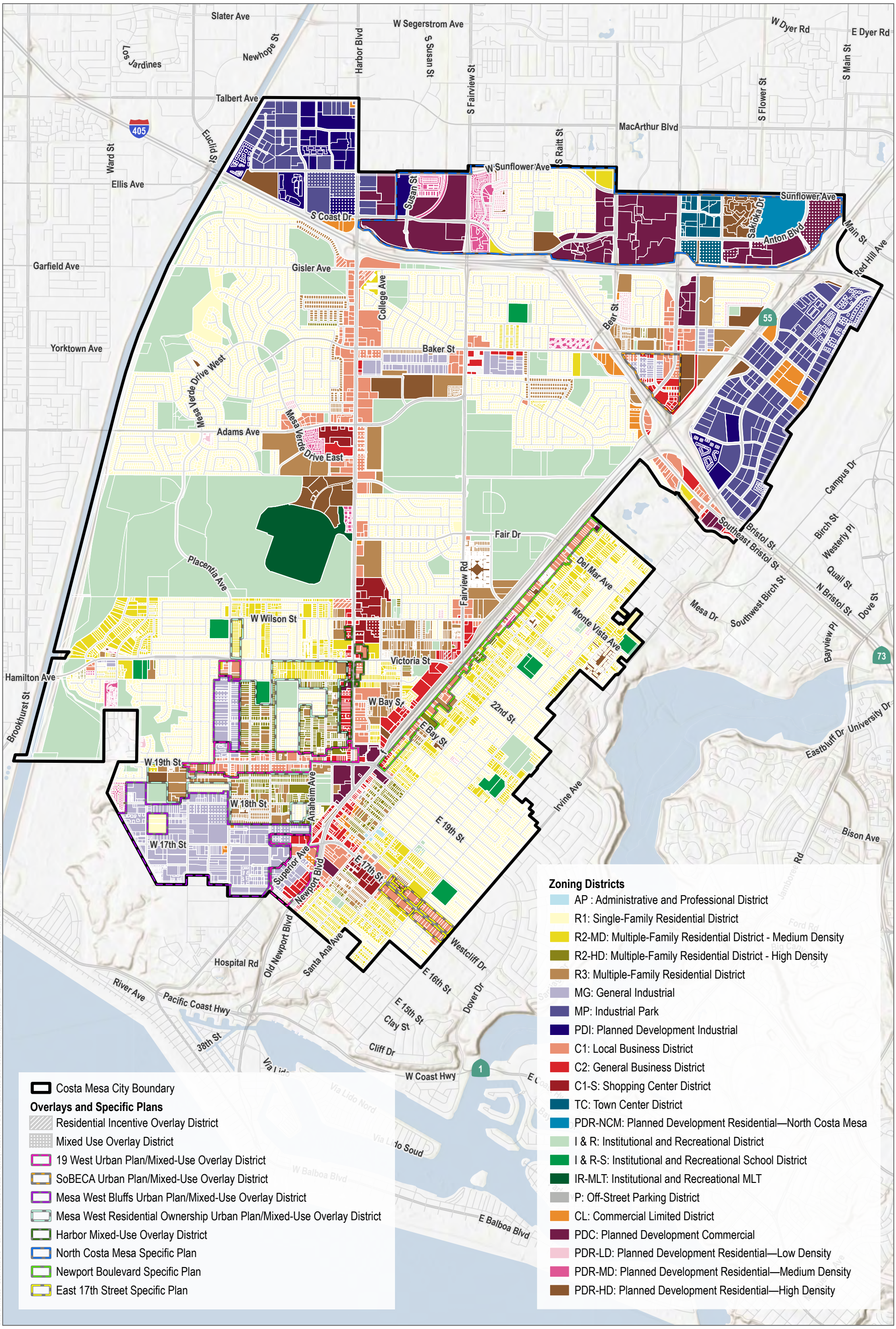
(d) The findings for granting a conditional use permit in accordance with subsection 13-29(g) are met.

§ 13-324 Compliance.

(a) All group homes which are subject to this Chapter shall comply with the provisions hereof regardless of when they commenced operations.

§ 13-325 Severability.

Should any section, subsection, clause, or provision of this chapter for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this chapter; it being hereby expressly declared that this chapter, and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional. This chapter shall be prospective in application from its effective date.



SOURCE: City of Costa Mesa, Orange County Sanitation District, Open Street Map

DUDEK

0 0.25 0.5 Miles

FOR DISCUSSION PURPOSES ONLY

Zoning Districts

Neighborhoods Where We All Belong Zoning Updates and Housing Element Implementation

ORDINANCE NO. 2026-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA CALIFORNIA AMENDING ARTICLE 23 OF TITLE 9 (LICENSES AND BUSINESS REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE FOR CONSISTENCY WITH AMENDMENTS TO CHAPTER XVI OF TITLE 13 (PLANNING ZONING AND DEVELOPMENT)

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, California Government Code Section 65580 et sec. (State Housing Element Law) requires each city and county to adopt a housing element that identifies and analyzes existing and projected housing needs within their jurisdiction and prepare goals, policies, programs, quantified objectives, and sites to further the development, improvement, and preservation of housing;

WHEREAS, the City's Sixth Cycle (2021-2029) Housing Element was adopted by the Costa Mesa City Council on February 1, 2022, through Resolution No. 2022-06 and amendments adopted on November 15, 2022 through Resolution No. 2022-67, and as revised as recently as March 1, 2023 to incorporate non-substantive changes as authorized by the City Council;

WHEREAS, on November 29, 2023, the State of California Department of Housing and Community Development issued a letter to the City of Costa Mesa regarding Housing Element program implementation and describing the need for amendments to Costa Mesa Municipal Code Title 9 pertaining to Group Homes;

WHEREAS, the proposed amendment would remove the requirement for group home residents and house managers to only park one vehicle at the dwelling unit or on any street within 500 feet of the dwelling unit as well as removing the requirement for the vehicle to be operable and currently used as the primary form of transportation for a resident in the group home;

WHEREAS, the proposed amendment is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that there is no possibility that this amendment will have a significant effect on the environment;

WHEREAS, on March 17, 2026, the City Council held a duly noticed public hearing to consider the amendment to Title 9, with all persons having the opportunity to speak for and against the proposal at the public hearing.

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Title 9, Chapter II, Article 23, Group Homes, Section 9-374, Sub-section (b)(2) of the Costa Mesa Municipal Code is hereby amended in its' entirety to read as follows:

> "All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles."

Section 2. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 3. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after its final passage.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this 17th day of March, 2026.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2026-xx was duly introduced for first reading at a regular meeting of the City Council held on the 17th day of March 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 17th day of March 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 17th day of March, 2026.

_____
Brenda Green, City Clerk

EXHIBIT A

Title 9, Chapter II, Article 23,
Group Homes

§ 9-370 Definitions.

The definitions set forth in Title 13 of this Code shall apply to the provisions of this article unless otherwise provided for herein.

§ 9-371 Zoning requirements.

In addition to the requirements of this article, all group homes subject to this article shall comply with the requirements set forth in Chapter XVI of Title 13 of this Code.

§ 9-372 Operator's permit required.

It is unlawful for any person to operate, or to permit any person to operate, a group home on any property located within the R2-MD, R2-HD, R3, PDR-LD, PDR-MD and/or PDR-HD zone, without a valid permit issued for that group home pursuant to the provisions of this article.

§ 9-373 Exceptions.

The requirements of this article shall not apply to:

(a) A group home that has six or fewer occupants, not counting a house manager, and that is in compliance with the applicable provisions of Chapters XV and XVI of Title 13 of this Code;

(b) A state licensed alcoholism or drug abuse recovery or treatment facility; or

(c) A state licensed residential care facility.

§ 9-374 Requirements for issuance of operator's permit.

(a) The owner/operator shall submit an application to the director that provides the following information:

(1) The name, address, phone number and driver's license number of the owner/operator;

(2) If the applicant and/or operator is a partnership, corporation, firm or association, then the applicant/operator shall provide the additional names and addresses as follows and such persons shall also sign the application:

i. Every general partner of the partnership;

ii. Every owner with a controlling interest in the corporation; and

iii. The person designated by the officers of a corporation as set forth in a resolution of the corporation that is to be designated as the permit holder.

(3) The license and permit history of the applicant(s), including whether such applicant(s), in previously operating a similar use in this or another city, county or state under license and/or permit, has had such license and/or permit revoked or suspended, and the reason therefor;

(4) The name, address, phone number and driver's license number of the house manager;

(5) A copy of the group home rules and regulations;

(6) Written intake procedures;

(7) The relapse policy;

(8) An affirmation by the owner/operator that only residents (other than the house manager) who are handicapped as defined by state and federal law shall reside at the group home;

(9) Blank copies of all forms that all residents and potential residents are required to complete; and

(10) A fee for the cost of processing of the application as set by resolution of the city council.

(b) *Requirements for operation of group homes.*

(1) The group home has a house manager who resides at the group home or any multiple of persons acting as a house manager who are present at the group home on a 24 hour basis and who are responsible for the day-to-day operation of the group home.

(2) All garage and driveway spaces associated with the dwelling unit shall, at all times, be available for the parking of vehicles.

(3) Occupants must not require and operators must not provide "care and supervision" as those terms are defined by Health and Safety Code section 1503.5 and section 80001(c)(3) of Title 22, California Code of Regulations.

(4) Integral group home facilities are not permitted. Applicants shall declare, under penalty of perjury, that the group home does not operate as an integral use/facility.

(5) If the group home operator is not the property owner, written approval from the property owner to operate a group home at the property.

(6) At least 48 hours prior to eviction from or involuntary termination of residency in a group home, the operator thereof shall:

i. Notify the person designated as the occupant's emergency contact or contact of record that the occupant will no longer be a resident at the home;

ii. Contact the Orange County Health Care Agency OC Links Referral Line or other entity designated by the City to determine the services available to the occupant, including, but not limited to, alcohol and drug inpatient and outpatient treatment;

iii. Notify the city's Network for Homeless Solutions that an occupant is no longer a resident at the home, determine the services available therefrom; and

iv. Provide the information obtained from paragraphs ii and iii of this subsection (b)(6) and any other treatment provider or service to the occupant prior to his or her release on a form provided by the city and obtain the occupant's signed acknowledgement thereon;

v. Provided, however, that if the occupant's behavior results in immediate termination of residency pursuant to rules approved by the city as part of the special use permit for that facility, the operator shall comply with paragraphs i though iv of this subsection (b)(6) as soon as possible.

(7) Prior to an occupant's eviction from or involuntary termination of residency in a group home, the operator thereof shall also:

i. Make available to the occupant transportation to the address listed on the occupant's driver license, state issued identification card, or the permanent address identified in the occupant's application or referral to the group home;

ii. Provided, however, that should the occupant decline transportation to his or her permanent address or otherwise has no permanent address, then the operator shall make available to the occupant transportation to another group home or residential care facility that has agreed to accept the occupant.

(8) The group home operator shall maintain records for a period of one year following eviction from or involuntary termination of residency of an occupant that document compliance with subsections (a)(6) and (a)(7) of this section; provided, however, that nothing herein shall require an operator of a group home to violate any provision of state or federal law regarding confidentiality of health care information. The group home operator may not satisfy the obligations set forth in subsection (a)(7) by providing remuneration to the occupant for the cost of transportation.

(9) All drivers of vehicles picking up or dropping off persons at a group home shall comply with all applicable provisions of this Code and the Vehicle Code, including, but not limited to, those provisions regulating licensure and parking, standing and stopping.

(10) The property must be fully in compliance with all building codes, municipal code and zoning.

(11) In addition to the regulations outlined above, the following shall also apply to sober living homes:

i. All occupants, other than the house manager, must be actively participating in legitimate recovery programs, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous and the sober living home must maintain current records

of meeting attendance. Under the sober living home's rules and regulations, refusal to actively participate in such a program shall be cause for eviction.

ii. The sober living home's rules and regulations must prohibit the use of any alcohol or any nonprescription drugs at the sober living home or by any recovering addict either on or off site. The sober living home must also have a written policy regarding the possession, use and storage of prescription medications. The facility cannot dispense medications but must make them available to the residents. The possession or use of prescription medications is prohibited except for the person to whom they are prescribed, and in the amounts/dosages prescribed. These rules and regulations shall be posted on site in a common area inside the dwelling unit. Any violation of this rule must be cause for eviction under the sober living home's rules for residency and the violator cannot be readmitted for at least 90 days. Any second violation of this rule shall result in permanent eviction. Alternatively, the sober living home must have provisions in place to remove the violator from contact with the other residents until the violation is resolved.

iii. The number of occupants subject to the sex offender registration requirements of Penal Code section 290 does not exceed the limit set forth in Penal Code section 3003.5 and does not violate the distance provisions set forth in Penal Code section 3003.

iv. The sober living home shall have a written visitation policy that shall preclude any visitors who are under the influence of any drug or alcohol.

v. The sober living home shall have a good neighbor policy that shall direct occupants to be considerate of neighbors, including refraining from engaging in excessively loud, profane or obnoxious behavior that would unduly interfere with a neighbor's use and enjoyment of their dwelling unit. The good neighbor policy shall establish a written protocol for the house manager/operator to follow when a neighbor complaint is received.

vi. The sober living home shall not provide any of the following services as they are defined by section 10501(a)(6) of Title 9, California Code of Regulations: detoxification; educational counseling; individual or group counseling sessions; and treatment or recovery planning.

(c) An applicant may seek relief from the strict application of this section by submitting an application to the director setting forth specific reasons as to why accommodation over and above this section is necessary under state and federal laws, pursuant to Article 15 of Chapter IX of Title 13 of this Code.

(d) The operator's permit shall be issued by the director if the applicant is in compliance, or, where applicable, has agreed to comply, with the requirements of subsections (a) and (b) above.

(e) In addition to denying an application for failing to comply, or failing to agree to comply, with subsections (a) and/or (b) of this section, an operator's permit shall also be denied, and if already issued shall be revoked upon a hearing by the director, under any of the following circumstances:

(1) Any owner/operator or staff person has provided materially false or misleading information on the application or omitted any pertinent information.

(2) Any owner/operator or staff person has an employment history in which he or she was terminated during the past two years because of physical assault, sexual harassment, embezzlement or theft; falsifying a drug test; and selling or furnishing illegal drugs or alcohol.

(3) Any owner/operator or staff person has been convicted of or pleaded nolo contendere, within the last seven to 10 years, to any of the following offenses:

i. Any sex offense for which the person is required to register as a sex offender under California Penal Code section 290 (last 10 years);

ii. Arson offenses—Violations of Penal Code Sections 451—455 (last seven years); or

iii. Violent felonies, as defined in Penal Code section 667.5, which involve doing bodily harm to another person (last 10 years).

iv. The unlawful sale or furnishing of any controlled substances (last seven years).

(4) Any owner/operator or staff person is on parole or formal probation supervision on the date of the submittal of the application or at any time thereafter.

(5) The owner/operator accepts residents, other than a house manager, who are not disabled or handicapped as defined by the FHAA and FEHA.

(6) An operator's permit for a sober living home shall also be denied, and if already issued shall be revoked upon a hearing by the director, under any of the following additional circumstances:

i. The owner/operator of a sober living home fails to immediately take measures to remove any resident who uses alcohol or illegally uses prescription or non-prescription drugs, or who is not actively participating in a legitimate recovery program from contact with all other sober residents.

ii. For any other significant and/or repeated violations of this section and/or any other applicable laws and/or regulations.

§ 9-375 Transfer of operator's permit.

(a) An operator's permit shall not be valid for a location other than the property for which it is issued, unless and until the transfer of the permit is approved by the director pursuant to the requirements of section 9-374.

(b) An operator's permit may not be transferred to any other person or entity. No operator's permit issued pursuant to this article shall be transferred or assigned or authorize any person or entity other than the person or entity named in the permit to operate the group home named therein.

§ 9-376 Revocation of operator's permit.

An operator's permit may be revoked upon a hearing by the director pursuant to section 9-120 for failing to comply with the terms of the permit and/or for failing to comply with the applicable provisions of section 9-374.

§ 9-377 Reapplication after denial or revocation.

(a) An applicant for an operator's permit whose application for such an operator's permit has been denied may not reapply for such an operator's permit for a period of six months from the date such notice of denial was issued.

(b) A holder of an operator's permit that has been cancelled, revoked or otherwise invalidated may not reapply for an operator's or a user's permit for a period of six months from the date that such revocation, cancellation or invalidation became final.

§ 9-378 Compliance.

A group home that is subject to the provisions of this article that is in existence as of the effective date of this ordinance shall have 120 days to comply with the provisions of this article.

RESOLUTION NO. 2026-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ESTABLISHING AND ADOPTING FEES FOR DEVELOPMENT REVIEW OF HOUSING PROJECTS

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, on March 17, 2026, the City Council gave first reading to the Ordinance to amend Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to rezone Sixth Cycle (2021-2029) Housing Element sites and implement specific Housing Element programs (Ordinance No. 2026-__) at a duly noticed public hearing, with all persons having the opportunity to speak for and against the proposal, and staff presented the Housing Development Review Fee Resolution proposing new fees for new processes for consideration along with the first reading of the ordinance; and

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Costa Mesa is authorized to adopt and implement rates, fees, and charges for municipal services; provided, however, that such rates, fees, and/or charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, Government Code Section 66016 requires notice to be given and data made available at specified times prior to the adoption of certain increases in rates, fees, and charges, or the adoption of new rates, fees, and charges for use permits and inspections; and

WHEREAS, the City has complied with the noticing requirements of Government Code Section 66016; and

WHEREAS, although the City is not required to comply with the noticing requirements of Government Code Section 66018, the City has nevertheless published all notices consistent with the requirements of that section, including having published notice in accordance with Government Code Section 6062a and having made the data available concerning rates, fees, and charges prior to conducting a public hearing on the fees; and

WHEREAS, the City Council has held a public hearing on March 17, 2026, and received oral and written presentations with respect to the proposed fees for discussion; and

WHEREAS, the City Council has held a public hearing on April 7, 2026, and received oral and written presentations with respect to the proposed fees before adopting this Resolution; and

WHEREAS, the City Council desires to establish the Housing Development Review Fees as a means of establishing cost recovery for the newly created development review of certain housing projects, as described in Exhibit “A” attached hereto; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

Section 1. Findings. The City Council hereby finds that based upon the data, information, analysis, oral and written documentation presented to the City Council concerning the fees described in Exhibit "A" attached hereto and by this reference incorporated herein, do not exceed the established reasonable cost of providing the service for which the fees are levied and that the fees solely recover an objectively reasonable approximation of the city’s actual and reasonable costs.

Section 2. Approval. The fees set forth in Exhibit “A” are hereby adopted and approved.

Section 3. Effective Date. The fees set forth in Exhibit "A" shall be effective on the later to occur of (a) 60 days after Council adoption of this Resolution; or (b) the effective date of the Ordinance to amend Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to rezone Sixth Cycle (2021-2029) Housing Element sites and implement specific Housing Element programs or any other ordinance which authorizes the fees set forth in this resolution.

Section 4. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED this 7th day of April, 2026.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2026-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the ___day of _____, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ___day of _____, 2026.

_____
Brenda Green, City Clerk

EXHIBIT A

Housing Development Review Fee Schedule

Activity Description	Fee	Charge Basis
1. Fee to be paid for the development review of housing projects proposing 5-29 units	$8,400	
2. Fee to be paid for the development review of housing projects proposing 30-49 units	$21,000	
3. ~~Fee~~ to be paid for the development review of housing projects proposing 50 or more units	$30,000	Time and Materials with Minimum Deposit

Article 11. Mixed-Use Overlay District (MUOD)

13-83.50. Purpose

13-83.51. Definitions

13-83.52. Mixed-use development types

13-83.53. Application review procedures in mixed-use overlay district

13-83.54. Mixed-use development standards

13-83.55. Mixed-use compatibility standards

13-83.56. Phase mixed-use developments

13-83.57. Harbor Mixed-Use Overlay

13-83.58. Properties identified in Housing Element

(a) **Purpose.**

(1) The purpose of this Section is to implement the City's currently adopted Housing Element by establishing zoning provisions for sites identified in the Housing Element Sites Inventory to accommodate the City's lower-, moderate-, and above-moderate-income Regional Housing Needs Allocation (RHNA) consistent with Government Code sections 65583 and 65583.2, Subsections (c), (h) and (i).

(b) **Applicability.**

(1) The provisions of this Section shall apply to all sites identified in the City's currently adopted Housing Element Sites Inventory to accommodate the City's RHNA, shown in the Housing Element as Table B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA or any future adopted Housing Element Sites Inventory to accommodate the City's RHNA.

(2) **Previously Identified Sites**. The provisions of this Section shall also apply to any non-vacant Housing Element Site that was identified in a prior Housing Element and any vacant Housing Element Site that was identified in two or more consecutive prior Housing Elements, consistent with Government Code Section 65583.2 Subsection (c). Such sites shall be subject to the minimum density and by-right approval standards established in this Section. Such sites are identified in the City's currently adopted Housing Element Sites Inventory, shown as Table

B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA or any future adopted Housing Element Sites Inventory to accommodate the City's RHNA.

(3) **Exception.** The provisions of this Section shall not apply to residential projects, ~~or~~ mixed-use projects, or other projects ~~having residential units~~ located within the boundaries of the Fairview Developmental Center Specific Plan or any of the following properties identified in Table B-6 of the Housing Element by address or APN:

- 610 W. 18th St. (HE Site 96)
- 3390 Harbor Blvd. (HE Site 134)
- 3390 Harbor Blvd. (HE Site 136)
- 3315 Fairview Rd. (HE Site 137)
- 1201 S. Coast Dr. (HE Site 138)
- 3400 Bristol St. (HE Site 139)
- 685 Sunflower Ave. (HE Site 140)
- 3410 Bristol St. (HE Site 141)
- 3333 Bristol St. (HE Site 145)
- APN: 412-491-11 (HE Site 146)
- 3333 Bristol St. (HE Site 147)
- 2180 Harbor Blvd. (HE Site 194)
- 2180 Harbor Blvd. (HE Site 195)
- APN: 140-041-83 (HE Site 198)
- 3333 Susan St. (HE Site 196)
- 1590 Adams Ave. (HE Site 203)
- 1590 Adams Ave. (HE Site 204)
- 3420 Bristol St. (HE Site 205)

(c) **Severability and State Law Consistency.**

(1) This Section is intended to be consistent with, and shall be interpreted and applied to comply with, all applicable requirements of State housing law, including Government Code Sections 65915(c)(3), 65583 and 65583.2 as those provisions may be amended from time to time, and any successor statutes. If any provision of this Section conflicts with State law, the applicable State law shall control.

(2) If any provision of this Section, or its application to any person or circumstance, is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect other provisions or applications of this Section that can be given effect without the invalid provision or application. The City Council declares that it would have adopted this Section and each provision, section, sentence, clause, and phrase thereof, irrespective of the fact that any one or more provisions may be declared invalid or unenforceable.

(d) **Definitions**

(1) **"Housing Element Site"** means any site identified in the currently adopted Housing Element Sites Inventory to accommodate the City's (RHNA), shown in the Housing Element as Table B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA.

(2) **"Lower-Income Household"** has the same meaning as defined in Health and Safety Code Section 50079.5.

(3) **"Lower-Income Housing Element Site"** means any Housing Element Site identified in the currently adopted Housing Element that accommodates any portion of the City's lower-income RHNA and subject to the requirements of Government Code Section 65583.2 (h) and (i), shown in the Housing Element as Table B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA.

(4) **"Use by Right"** has the same meaning as in Government Code Section 65583.2 Subsection (i) and requires ministerial approval for multifamily housing developments in which at least 20 percent of the total number of units are affordable to lower-income households. "Use by Right" means that the review of an owner-occupied or renter-occupied multifamily residential use may not require a conditional use permit, planned unit development permit, or other discretionary review or approval that would constitute a "project" for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code.

(5) **"Prior Housing Element Site"** means any non-vacant Housing Element Site that was identified in the prior Housing Element and any vacant Housing Element Site that was identified in two or more consecutive prior Housing Elements. Such sites are identified in the City's currently adopted Housing Element Sites Inventory, shown as Table B-6: Sites to Accommodate Costa Mesa 2021-2029 RHNA.

(6) **"Protected Unit"** means any unit that, within the past five years, was occupied by a lower-income household regardless of whether the unit was deed-restricted or that was subject to an affordability covenant or rent control.

(e) Supersession of Overlay

(1) **For Lower-Income Housing Element Sites**:

- **Supersession of Other Zoning Provisions.** Projects on Lower-Income Housing Element Sites shall be governed by this Section, and the provisions in this Section shall supersede and prevail over any conflicting provisions of the underlying base zone, including, but not limited to, minimum residential floor area, minimum residential capacities and densities, unit caps, trip budgets (if applicable), ministerial review and approval requirements, and permitted uses, and all other applicable zoning provisions, such as other urban plans, overlays, and specific plans, and the provisions of this Article that apply to non-Lower-Income Housing Element sites. Notwithstanding the foregoing, to the extent an applicable Specific Plan allows for more permissive standards or greater heights, projects on Lower-Income Housing Element Sites may utilize such standards or heights.

- **Ministerial Review and Approval.** Projects on Lower-Income Housing Element Sites shall be a Use by Right pursuant to Subsection (f)(1).
- **Minimum Residential Floor Area.** Projects on Lower-Income Housing Element Sites shall satisfy the minimum residential floor area requirements established in Subsection (g)(3).
- **Minimum Residential Site Capacity and Density.** Projects on Lower-Income Housing Element Sites shall satisfy the minimum residential capacity and density requirements established in Subsection (h)(1)(ii) and (h)(1)(iii).

(f) Review and Approvals Procedures

(1) **Use by Right.** A project on a Lower-Income Housing Element Site that provides at least 20 percent of the total dwelling units affordable to Lower-Income Households shall be processed as a Use by Right, consistent with Government Code Section 65583.2(h) and (i). Such projects shall be subject only to ministerial review to verify compliance with all applicable objective design and development standards in accordance with a Streamlined Development Review process per CMMC Title 13, Chapter III (Planning Applications). A project that does not qualify as a Use by Right shall be processed in accordance with a Development Review process per CMMC Title 13, Chapter III (Planning Applications).

(2) **Subdivision.** Any subdivision of a Lower Income Housing Element Site shall comply with all applicable provisions of CMMC Title 13, Chapter XI (Subdivisions) and the Subdivision Map Act.

(g) Permitted Uses

(1) **Multi-Family Dwellings.** Multi-family dwellings shall be permitted on all Housing Element Sites subject to the requirements of this Section.

(2) **Non-Residential Uses.** Those non-residential uses permitted in Commercial Zones in accordance with CMMC Title 13, Chapter IV (Citywide Land Use Matrix) shall be permitted as part of mixed-use projects on all Housing Element Sites.

(3) **Mixed-Use on Lower-Income Housing Element Sites**. Mixed-use projects shall be permitted on Lower-Income Housing Element Sites so long as at least 50 percent of total floor area is provided as residential uses, consistent with Government Code Section 65583.2, Subsection (h)(1)(B).

(4) **Multi-Family Dwellings on Lower-Income Housing Element Sites**. Multi-family dwellings consisting of 100 percent residential uses shall be permitted on Lower-Income Housing Element Sites, consistent with Government Code Section 65583.2, Subsection (h)(1)(B).

(h) Development Standards

(1) Density Standards

- **Maximum Densities**. Maximum residential densities shall be permitted as specified in the Housing Element Sites Inventory.
- **Minimum Site Capacity for Lower-Income Housing Element Sites.** If the identified maximum density of a Lower-Income Housing Element Site does not allow at least 16 dwelling units on site, then the maximum density identified shall be waived, and the maximum number of dwelling units permitted shall be 16 dwelling units on site consistent with Government Code Section 65583.2 Subsection (h).
- **Minimum Densities for Lower-Income Housing Element Sites.** A project proposed on a Lower Income Housing Element Site shall meet a minimum density requirement of 20 units per acre, inclusive of Accessory Dwelling Units, consistent with Government Code Section 65583.2, Subsection (h).

(2) Off-Street Parking Standards

- **Residential Uses.** Minimum off-street parking requirements for multi-family dwellings on Housing Element sites are provided in Table 13-83.58-A. Minimum Off-Street Parking Requirements.
- **Non-Residential Uses.** Minimum off-street parking requirements for those permitted non-residential uses on Housing Element sites shall be subject to CMMC Title 13, Chapter VI (Off-Street Parking Standards).

Table 13-83.58-A. Off-Street Parking Standards for Residential Uses

TABLE 13-83.58-A. OFF-STREET PARKING STANDARDS		
Dwelling Unit Type	**Minimum Off-Street Parking Requirement**	**Minimum Off-Street Guest Parking Requirement**
Studio or 1-bedroom unit	No minimum	0.25 space per unit
2 or more bedrooms per unit	No minimum	0.25 space per unit

(3) Development Standards

- Minimum and maximum requirements for building height, non-residential intensity, setbacks, lot coverage, and open space are provided in Table 13-83.58-B. Development Standards.

Table 13-83.58-B. Development Standards.

TABLE 13-83.58-B. DEVELOPMENT STANDARDS			
RESIDENTIAL DENSITY AND BUILDING HEIGHT STANDARDS			**ADDITIONAL PROVISIONS**
Min. Residential Density[1]	Max. Residential Density[2]	Max. Building Height	
20 du/ac	40 du/ac	60 ft.	
	50 du/ac		
	60 du/ac	72 ft.	
	90 du/ac	108 ft.	Or an applicable Specific Plan, whichever is higher

NON-RESIDENTIAL INTENSITY STANDARDS		**ADDITIONAL PROVISIONS**
Min. FAR	None	
Max. FAR	1.0	

SETBACK STANDARDS[3]		**ADDITIONAL PROVISIONS**
Front or side abutting a public street	Min. 10 ft. and max. 20 ft.	
Side or rear abutting alley	0 ft.	
Side or rear abutting:		
• Residential zone	20 ft.	
• Industrial use		
Side or rear abutting bluff crest	10 ft.	Section 13-34 (Bluff-Top Development) of Chapter V of Title 13 of the Costa Mesa Municipal Code

LOT STANDARDS		**ADDITIONAL PROVISIONS**
Min. lot size	None	
Max. lot coverage	90%	

OPEN SPACE STANDARDS		**ADDITIONAL PROVISIONS**
Usable common residential open space[4]	Total area equivalent to min. 30% of lot	Or as provided in an applicable Specific Plan
Usable private open space[5]	Min. 100 sq. ft./unit provided on the ground floor for dwelling units located on the ground floor, and min. 50 sq. ft./unit provided for dwelling units located above the ground floor	Or as provided in an applicable Specific Plan

Table 13-83.58-B. Development Standards.

TABLE 13-83.58-B. DEVELOPMENT STANDARDS		
RESIDENTIAL DENSITY AND BUILDING HEIGHT STANDARDS		**ADDITIONAL PROVISIONS**
Publicly accessible open space	Total area equivalent to min. 5% of commercial gross floor area for developments with a commercial gross floor area greater than 100,000 sq. ft.	

1 Based on the currently adopted Housing Element Sites Inventory.
2 Only applicable to Lower-Income Housing Element Sites and inclusive of Accessory Dwelling Units.
3 Minimum setbacks shall apply to all portions of a building or structure. Maximum setbacks along public streets shall only apply to a building or structure's ground floor, with exceptions for driveways, walkways, and open space.
4 Up to 50 percent of the required usable common residential open space may be substituted by publicly accessible open space.
5 Up to 50 percent of the required usable private open space may be substituted by usable common residential and/or publicly accessible open space.

(4) Objective Design Standards forthcoming.

- The City intends to prepare and adopt design standards to further guide the physical form and character of development on the rezoned sites. Until such standards are adopted, projects shall be subject only to the objective development standards contained in this Section. Upon adoption, the objective design standards shall apply to all projects subject to this Section and shall serve as the sole design criteria for ministerial review, consistent with Government Code Sections 65583.2 and 65589.5.

(i) Replacement of Protected Units

(1) **Demolition or Conversion of Protected Units.** Any project that involves the demolition or conversion of Protected Units, or that is located on a site where Protected Units were demolished or converted within the previous five years, shall comply with all applicable replacement housing, tenant protection, and right-of-return requirements under State Density Bonus Law, including Government Code Section 65915, Subsection (c)(3), and any successor statutes.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-227 **Meeting Date:** 4/7/2026

TITLE:

CONSIDER APPROVAL OF A CODE OF ETHICS AND CONDUCT

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION, CITY ATTORNEY

PRESENTED BY: BRENDA GREEN, CITY CLERK

CONTACT INFORMATION: BRENDA GREEN, CITY CLERK (714) 754-5221

RECOMMENDATION:

Consider approval of a Code of Ethics and Conduct.

BACKGROUND:

The goal of the Code of Ethics and Conduct is to ensure public confidence in the integrity of local government elected and appointed officials. The priority is to establish an ethics code to promote an honest, effective, and accountable city government, encourage high standards of behavior by public officials, and assist with decision-making. The code's framework is designed to guide public officials in their daily duties to help ensure that they exercise their public responsibilities without conflicts or improprieties, whether actual or perceived.

On July 8, 2025, the Council discussed potential adoption of a Code of Ethics and Conduct, giving direction to staff regarding potential provisions of such a code to be considered at a future City Council meeting for approval. Staff drafted a Code of Conduct for Elected and Appointed Officials modeled on the City of Gardena Code of Ethics and Conduct, but including several provisions from the City of Irvine policy as requested. See Attachment 1 (prior draft).

On February 3, 2026, the City Council considered a draft Code of Ethics and Conduct, and ultimately directed staff to return to City Council on April 7, 2026 with a revised draft.

ANALYSIS:

The intent of the Code of Ethics and Conduct is to achieve fair, ethical, and accountable local government for the City of Costa Mesa. The people of Costa Mesa expect public officials, both elected and appointed, to comply with both the letter and the spirit of the law.

The following are the issue areas addressed and components of the proposed Code of Ethics and Conduct:

- Act in the Public Interest
- Comply with the Law
- Conduct of Members
- Respect for Process
- Conduct of Public Meetings
- Decisions Based on Merit
- Communication
- Conflict of Interest
- Gifts and Favors
- Confidential Information
- Use of Public Resources
- Representation of Private Interests
- Advocacy
- Policy role of Members
- Independence of Boards, Commissions, and Committees
- Positive Workplace Environment
- Implementation
- Compliance and Enforcement
- Statement of Commitment

As part of the implementation, the Policy ensures that all elected and appointed officials and employees in covered positions have received a copy of the Code of Ethics and Conduct, and that they understand its provisions, and pledge to conduct their duties in accordance with the code. The code will also be incorporated into the Commissions and Committees Handbook, orientation programs, and other training efforts to further clarify its provisions and application.

Provisions Covered By Existing Laws

Many of the topics covered in the proposed Code are the subject of state, federal and local laws and judicial decisions. Those laws are scattered throughout the United States and California Constitutions, the United States Code, the California Government Code, the California Labor Code, the California Penal Code, the California Code of Regulations, the Fair Political Practices Commission (FPPC) and Attorney General decisions, and the Costa Mesa Municipal Code.

For example, both the United States and California Constitutions contain due process requirements that require decision makers to be fair and impartial in decision making affecting property rights. U.S. Const., Amend. V, Cal. Const. Art. 1, § 7. The California Constitution and statutes protect the right of privacy of both citizens and employees. See e.g., Cal. Const. Art. 1, § 1; Cal. Civ. Code § 56.20 (confidentiality of medical information). California Labor Code sections provide a number of protections to both public and private employees, including the right to be free of retaliation for complaining of misconduct or providing evidence in connection with such reports. California Labor Code section 1102.5.

The Political Reform Act (Government Code section 81000, et seq.) includes numerous provisions on conflicts of interest stemming from financial interests (Government Code section 87100, et seq.),

filing of an annual Statement of Economic Interests (Form 700) (Government Code section 87200, et seq.), requires the City to adopt a conflict of interest code (Government Code section 87300, et seq.), and post-employment lobbying (Government Code section 87406.3, covering only elected officials and agency manager). Other statutory provisions regulate participation in decisions affecting campaign donors (Government Code section 84308), prohibition on honoraria (Government Code section 89501, et seq.) and restrictions on gifts (Government Code section 89503). Use of public funds for improper purposes is precluded by Penal Code section 424 and Government Code section 8314. The California Code of Regulations includes many regulations which explain and implement the Political Reform Act. 2 Cal. Code Reg. § 18700, et seq. Both Attorney General Opinions and FPPC decisions provide interpretation and application of the regulations as guidance. In addition, the Costa Mesa Municipal Code contains restrictions on participating in decisions materially affecting financial interests. CMMC § 2-403.

Government Officials are precluded from having a financial interest in a contract made by them or the legislative body of which they are a member, with some exceptions. California Government Code section 1090, et seq. The Ralph M. Brown Act., California Government Code section 54950, et seq., restricts conduct of city business outside of noticed and public meetings, provides for closed sessions and precludes disclosure of confidential information obtained in closed session. Cal. Gov't Code § 54963. The California Government Code and the Costa Mesa Municipal Code establish a council/manager form of government, in which the City Council makes policy and the policy direction provided by the Council as a body is carried out by the City Manager. Cal. Gov't Code §§ 34851-34859; see CMMC § 2-106 (council to deal with administrative matters through City Manager).

Addressing Topics Not Covered by Existing Laws

Civility, respectful communications, relations with commissioners and members of the public, enforcement procedures for non-statutory violations and distribution of a code of conduct are not covered specifically by these various laws. Post-employment advocacy restrictions under existing law apply only to council members and the City Manager. One potential benefit of adopting a Code of Conduct is the collection in a single document of many of the laws and best practices in local government.

The revised draft policy is provided as Attachment 2. Attachment 3 is a blacklined comparison of the draft considered in February to the current draft. Attachment 4 is the current draft policy, which is highlighted to delineate provisions which are reflective of state or federal law.

ALTERNATIVES:

The City Council may adopt the code with changes, not adopt the code or provide alternative direction to staff on the Code of Ethics and Conduct.

FISCAL REVIEW:

There is no fiscal impact associated with the recommended action.

LEGAL REVIEW:

The City Attorney's Office prepared the revised draft Code of Conduct and this report.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative.

CONCLUSION:

The purpose of this item is to consider approval of a Code of Ethics and Conduct.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-227 **Meeting Date:** 4/7/2026

TITLE:

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PRESENTED BY: BRENDA GREEN, CITY CLERK

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- Independence of Boards, Commissions, and Committees
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- Implementation
- Compliance and Enforcement
- Statement of Commitment

As part of the implementation, the Policy ensures that all elected and appointed officials and employees in covered positions have received a copy of the Code of Ethics and Conduct, and that they understand its provisions, and pledge to conduct their duties in accordance with the code. The code will also be incorporated into the Commissions and Committees Handbook, orientation programs, and other training efforts to further clarify its provisions and application.

Provisions Covered By Existing Laws

Many of the topics covered in the proposed Code are the subject of state, federal and local laws and judicial decisions. Those laws are scattered throughout the United States and California Constitutions, the United States Code, the California Government Code, the California Labor Code, the California Penal Code, the California Code of Regulations, the Fair Political Practices Commission (FPPC) and Attorney General decisions, and the Costa Mesa Municipal Code.

For example, both the United States and California Constitutions contain due process requirements that require decision makers to be fair and impartial in decision making affecting property rights. U.S. Const., Amend. V, Cal. Const. Art. 1, § 7. The California Constitution and statutes protect the right of privacy of both citizens and employees. See e.g., Cal. Const. Art. 1, § 1; Cal. Civ. Code § 56.20 (confidentiality of medical information). California Labor Code sections provide a number of protections to both public and private employees, including the right to be free of retaliation for complaining of misconduct or providing evidence in connection with such reports. California Labor Code section 1102.5.

The Political Reform Act (Government Code section 81000, et seq.) includes numerous provisions on conflicts of interest stemming from financial interests (Government Code section 87100, et seq.),

filing of an annual Statement of Economic Interests (Form 700) (Government Code section 87200, et seq.), requires the City to adopt a conflict of interest code (Government Code section 87300, et seq.), and post-employment lobbying (Government Code section 87406.3, covering only elected officials and agency manager). Other statutory provisions regulate participation in decisions affecting campaign donors (Government Code section 84308), prohibition on honoraria (Government Code section 89501, et seq.) and restrictions on gifts (Government Code section 89503). Use of public funds for improper purposes is precluded by Penal Code section 424 and Government Code section 8314. The California Code of Regulations includes many regulations which explain and implement the Political Reform Act. 2 Cal. Code Reg. § 18700, et seq. Both Attorney General Opinions and FPPC decisions provide interpretation and application of the regulations as guidance. In addition, the Costa Mesa Municipal Code contains restrictions on participating in decisions materially affecting financial interests. CMMC § 2-403.

Government Officials are precluded from having a financial interest in a contract made by them or the legislative body of which they are a member, with some exceptions. California Government Code section 1090, et seq. The Ralph M. Brown Act., California Government Code section 54950, et seq., restricts conduct of city business outside of noticed and public meetings, provides for closed sessions and precludes disclosure of confidential information obtained in closed session. Cal. Gov't Code § 54963. The California Government Code and the Costa Mesa Municipal Code establish a council/manager form of government, in which the City Council makes policy and the policy direction provided by the Council as a body is carried out by the City Manager. Cal. Gov't Code §§ 34851-34859; see CMMC § 2-106 (council to deal with administrative matters through City Manager).

Addressing Topics Not Covered by Existing Laws

Civility, respectful communications, relations with commissioners and members of the public, enforcement procedures for non-statutory violations and distribution of a code of conduct are not covered specifically by these various laws. Post-employment advocacy restrictions under existing law apply only to council members and the City Manager. One potential benefit of adopting a Code of Conduct is the collection in a single document of many of the laws and best practices in local government.

The revised draft policy is provided as Attachment 2. Attachment 3 is a blacklined comparison of the draft considered in February to the current draft. Attachment 4 is the current draft policy, which is highlighted to delineate provisions which are reflective of state or federal law.

ALTERNATIVES:

The City Council may adopt the code with changes, not adopt the code or provide alternative direction to staff on the Code of Ethics and Conduct.

FISCAL REVIEW:

There is no fiscal impact associated with the recommended action.

LEGAL REVIEW:

The City Attorney's Office prepared the revised draft Code of Conduct and this report.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative.

CONCLUSION:

The purpose of this item is to consider approval of a Code of Ethics and Conduct.

CITY OF COSTA MESA

CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS

Adopted _____

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Introduction

The City of Costa Mesa is a general law city governed by the council/manager form of government. The City Council, with the assistance of its advisory commissions, committees, and boards, makes policies and fundamental governmental decisions; the City Manager is charged with implementing those policies and decisions and administering the day-to-day affairs of the City with the assistance of his/her staff. The City Council has direct authority over the City Manager and the City Attorney; all other employees of the City are under the direct authority of the City Manager.

These standards are adopted to ensure that the Mayor and members of the City Council, as elected representatives, City employees, and appointed Commissioners, are engaged in public service not for private, personal gain, but to advance the interests of Costa Mesa residents and the entire Costa Mesa community. These standards govern the following Public Officials and City employees: the Mayor; the Mayor Pro Tem; members of the City Council; City Council Executive Assistants; the City Manager; Assistant and Deputy City Managers; the City Clerk; Department Directors; Deputy Department Directors; the Police Chief; the Deputy Police Chief; the Fire Chief and Assistant Fire Chiefs; the City Attorney; the Zoning Administrator; the City Engineer; and members of the Planning Commission, the Arts Commission, the Parks and Community Services Commission; and any other commission that is advisory in nature. These positions shall be referred to herein collectively as “the Covered Positions.”

The citizens of Costa Mesa are entitled to responsible, transparent, fair, and honest city government that operates in an atmosphere of respect and civility. Accordingly, the Costa Mesa City Council has adopted this code to:

1. Describe the standards of behavior to which its Elected (hereinafter the term "Elected" refers to the Mayor and City Council) and Appointed (hereinafter the term "Appointed" refers to members of City of Costa Mesa's Commissions, Committees, and Boards, the City Manager and the City Attorney) Officials and high-ranking employees aspire;

2. Provide an ongoing source of guidance to Elected and Appointed Officials and employees in their day-to-day service to the city; and

3. Promote and maintain high ethical standards.

The citizens of Costa Mesa are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Costa Mesa's commitment to excellence, the effective functioning of democratic government therefore requires that:

- Elected and Appointed officials comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Elected and Appointed officials be independent, impartial and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

This Code addresses selective aspects of the governance of the City and supplements but does not supplant other laws and rules that prescribe the legal responsibilities of the Covered Positions. Those include, among others, the California Constitution, various provisions of the California Government Code

(including the Brown Act and the Political Reform Act) and the California Labor Code, federal laws prohibiting discrimination and harassment, and the provisions of the City's own Municipal Code. Elected and Appointed officials and employees should be familiar with these laws to ensure that they exercise their responsibilities properly.

It is not possible for a code of this kind to anticipate and provide a rule of conduct for all situations. At bottom, it is expected that Elected and Appointed officials and employees in the Covered Positions will manage their behavior in a manner consistent with the rules that follow, respect the chain of command and behave within the bounds of their authority. It is also expected that Elected and Appointed officials will treat each other, City employees, residents and business people with courtesy and respect in a manner that reflects well on the City.

To this end, the Costa Mesa City Council adopts this Code of Conduct for Elected and Appointed Officials and designated employees to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The Ethics section of the City's Code of Conduct offers guidance on matters pertaining to ethical considerations, addressing questions of right and wrong.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, Elected and Appointed officials should work for the common good of the people of Costa Mesa and not for any private or personal interest, and provide for the fair and equal treatment of all persons, claims and transactions coming before them. Elected and Appointed officials will serve the community as servant leaders, putting aside self-interest and consider the needs of all residents. Elected and Appointed officials should seek to implement transparency and ethical practices, so as to ensure the public's trust and avoid any perception of wrongdoing.
2. Comply with both the spirit and the letter of the Law and City Policy. Elected and Appointed officials shall comply with the laws of the nation, the State of California and the City of Costa Mesa in the performance of their public duties.
3. Conduct of Elected and Appointed officials. The professional and personal conduct of Elected and Appointed officials while exercising their office should be above reproach and seek to avoid even the appearance of impropriety. Elected and Appointed officials should refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other Elected and Appointed officials of the City Council, of other commissions, committees, or boards of the City, of staff or the public.
4. Conduct at Public Meetings. Elected and Appointed officials should prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.
5. Decisions Based on Merit. Elected and Appointed officials should base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
6. Conflicts of Interest.

    a. Elected and Appointed officials should seek to ensure their independence and impartiality on behalf of the common good, and their compliance with conflict-of-interest laws. Unless specifically authorized by law, Elected and Appointed officials should not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) a contractual interest, or (c) an impermissible personal bias (a completely closed mind).

    b. Elected and Appointed officials who have a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, an Elected or Appointed official should not participate in a decision unless and until he or she has requested and receives advice allowing the Elected or Appointed official to participate. An Elected or Appointed official shall diligently pursue obtaining such advice. The Elected or Appointed official shall provide the Mayor and the City Attorney a copy of any of any written request or advice and conform his or her participation to the advice given. In providing assistance to Elected and Appointed officials, the City Attorney represents the city and not individual Elected or Appointed officials.

c. Each year Elected and Appointed officials shall file a Form 700, which requires the disclosure of designated investments, interests in real property, sources of income and gifts in accordance with the City's conflict of interest code. Where a conflict is determined to exist, the Elected or Appointed official should disclose the conflict, leave the dais during the consideration of the item, and not otherwise seek to influence the decision in any way.

d. Except as provided in California Government Code Section 1090, et seq., no Elected or Appointed official shall have a financial interest in any contract made by the City.

7. City Allegiance and Proper Conduct.

a. Incompatible Employment or Service. Because of their uniquely important, visible, and elevated status and responsibilities as elected officials, the Mayor and members of the City Council, and by extension their Executive Assistants and their appointed Commissioners, shall not engage in compensated employment or service for the purpose of lobbying for any private person or organization before any local public agency (county, city or special district) located in the County of Orange or the County of Los Angeles.

1. Paragraph 7a shall not be applicable to lobbying as an in-house employee on behalf of his or her employer (as opposed to a client of the employer).
2. For purposes of paragraph 7a, “lobbying” shall mean any oral or written communication (including an electronic communication) to an official of a local agency other than the City, made directly or indirectly, in an effort to influence or persuade the official to favor or oppose, recommend or not recommend, vote for or against, or take or refrain from taking action on any public policy issue of a discretionary nature pending before the official’s agency, including, but not limited to, proposed action, or proposals for action, in the form of ordinances, resolutions, motions, recommendations, reports, regulations, policies, nominations, appointments, sanctions, and bids, including the adoption of specifications, awards, grants, or contracts.

b. Interest in City contracts. Individuals in Covered Positions shall not have a personal investment or monetary interest in any contract made by the City, except contracts relating to the performance of their official City duties.

c. Knowledge of and agreement to abide by provisions. Individuals in Covered Positions shall at the time of their election or appointment or upon the effective date of this section, whichever occurs later, sign an appropriate form prepared by the City Clerk reciting their knowledge of the provisions of this code of conduct and their agreement to abide by such provisions.

8. Gifts and Favors. Individuals in Covered Positions shall fully comply with the regulations, prohibitions and disclosure requirements set forth under law concerning the receipt of gifts, honorariums, and any other special favors. Individuals in Covered Positions should refrain from accepting any gifts, favors or promises of future benefits where it might compromise their ability to act in the public's interest.

9. Confidential Information. Elected and Appointed officials must maintain the confidentiality of all closed session information and materials, and any other materials or verbal information which has been identified as being confidential

or privileged. Elected and Appointed officials shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

10. Use of Public Resources. Elected and Appointed officials shall not use public resources for any personal purpose (e.g., City staff time, equipment, vehicles, supplies or facilities), whether political or otherwise. The use of public resources must always be tied to a valid public purpose.

11. Representation of Private Interests.

    a. In keeping with their role as stewards of the public interest, while in office, members of the City Council shall not appear on behalf of the private interests of third parties before the City Council or any other subservient body of the City.

    b. For a period of one year after leaving office, members of the City Council are prohibited from making any formal or informal appearances before the City, on behalf of third parties, in exchange for compensation, when it is for the purpose of trying to influence a legislative or administrative action involving a permit, license, grant, contract, or the purchase or sale of goods or property, except in their official role on behalf of another public agency. California Government Code section 87406.3.

12. Advocacy. Elected and Appointed officials should seek to represent the official policies or positions of the City Council, or of their respective commission, committee, or board, to the best of their ability when designated as delegates for that purpose. Whenever an Elected or Appointed official chooses to express their individual opinions on a matter, they should make it clear when those comments do not represent the position of the body of which they are a member or the City of Costa Mesa. Elected and Appointed officials have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or commission, committee, or board meetings, or other official City meetings.

13. Policy Role of Elected and Appointed officials. Elected and Appointed officials shall respect and adhere to the Council-Manager structure of the City of Costa Mesa government as outlined in the Costa Mesa Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, commissions, committees, and boards and the public. Except as provided by the City Code, Elected and Appointed officials shall not interfere with the administrative functions of the City or the professional duties of staff; nor shall they impair the ability to implement Council policy decisions.

14. Positive Workplace Environment. Elected and Appointed officials shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Elected and Appointed officials shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Ethics Training: Elected and Appointed officials must comply with the ethics training requirement outlined under Assembly Bill 1234 (California Government Code section 53235).

B. CONDUCT

The conduct section of the City's Code of Conduct aims to articulate the expected treatment of Elected and Appointed officials towards one another, City staff, constituents, and other individuals encountered while representing the City of Costa Mesa. "Respect" serves as a pervasive and unwavering theme throughout all the conduct guidelines. Elected and Appointed officials are tasked with upholding exemplary behavior consistently. The key principle underlying these guidelines is the demonstration of respect for each individual, employing both words and actions. This emphasis on respect serves as a guiding principle, assisting Elected and Appointed officials in making the right choices, even in the most challenging situations.

1. Elected and Appointed Officials' Conduct with Each Other

Elected and Appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

a. Honor the role of the Mayor or Chairperson in maintaining order

It is the responsibility of the Mayor or Chairperson to keep the comments of Elected and Appointed officials on track during public meetings. Elected and Appointed officials should honor efforts by the Mayor or Chairperson to focus discussion on current agenda items. If there is disagreement concerning any matter, those objections should be voiced politely and with reason, following the adopted parliamentary guidelines.

b. Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information, are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify the making of belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. Elected and Appointed officials should endeavor to keep each other accountable for professional decorum. Do not interrupt or speak over others, striving to understand various perspectives and opinions while encouraging cooperation and collaboration.

c. Demonstrate effective problem-solving approaches

Elected and Appointed officials have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected officials, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

a. Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

b. Govern, do not direct

The Mayor and Council Members' role is to set policy and not to provide day to day direction to City employees. Questions of City staff and/or requests for additional information shall be directed to the City Manager, unless the City Manager indicates otherwise.

c. Do not disrupt City staff from their jobs

Elected and Appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Elected and Appointed officials should not attend City staff meetings, unless requested by staff.

d. Personnel Matters

Personnel matters must be handled by the City Manager and Human Resources division, working together with the employee and department at issue. Elected and Appointed officials should not get involved in personnel matters, whether to encourage or discourage a particular outcome, or to help investigate a concern. Elected and Appointed officials involvement tends to increase litigation against the City, so it should be avoided. All concerns should be directed to the City Manager, who has the responsibility to investigate and make final decisions in accordance with California law and the City's rules.

e. Never publicly criticize an individual employee

Elected and Appointed officials should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's manager. Concerns about staff performance should only be made to the City Manager through private correspondence or conversation. Such concerns can then be addressed in accordance with the City's personnel rules.

f. Do not retaliate or threaten to retaliate against employees as a result of disagreements over policy recommendations

It is critical to the success of the City that its employees enjoy a workplace free of the fear of retaliation. The City takes great pride in its creativity and its receptivity to new and different ideas; creativity is fostered by an open and nonjudgmental atmosphere where candor is not penalized. City employees are hired to offer their professional judgments and opinions. Elected and Appointed officials are certainly free to disagree with those judgments; indeed, those officials ultimately may have the final word. But those disagreements must not extend to threats or generate fear of reprisal. Elected and Appointed officials enjoy substantial authority within City Hall; this authority must not be exercised in a manner that intimidates staff and degrades morale with resulting damage to the fabric of the organization.

g. Do not get involved in administrative functions

Elected and Appointed officials acting in their individual capacity should not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

h. Do not solicit political support from staff

Elected and Appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, other campaign-related assistance, etc.) from City staff while they are working. City staff have the constitutional right to support political candidates of their own choosing, but all such activities must be done on the employee's own time, away from the workplace, and not in uniform.

i. No Attorney-Client Relationship

The City Attorney represents the city and not any individual Elected or Appointed official.

3. Elected and Appointed Officials' Conduct with the Public

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individuals in Covered Positions toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

a. Be welcoming to speakers and treat them with respect

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

b. Be fair and equitable in allocating public hearing time to individual speakers

The Mayor or Chairperson will follow the pre-established time allocation for each speaker and seek to apply them equally to every speaker in a fair and impartial manner. If there is a need to shorten the allotted time for speakers, the chair should announce those limits prior to the start of the agenda item whenever possible. Each speaker may only speak once during any particular agenda item unless the Mayor or Chairperson requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Mayor or Chairperson reopens the public hearing for a limited and specific purpose.

c. Practice active listening

Elected and Appointed officials should seek to demonstrate active listening and interest in each speaker's presentation, and to avoid any pessimistic body language.

d. Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of Elected and Appointed officials.

e. Ask for clarification, but avoid debate and argument with the public

Elected and Appointed officials should not interrupt a speaker during a presentation. However, an Elected or Appointed officials can respectfully ask the Mayor or Chairperson for a point of order if a speaker is off the topic.

4. Council Conduct with Other Commission, Committee, or Board Members

The City Council has established certain commissions, committees, and boards as a means to assist the Council in making decisions, and in gathering more community input. Citizens who serve as members of the City's various commissions, committees, and boards, become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

a. If attending a Commission, Committee, or Board meeting, be careful to only express personal opinions
   Council Members may attend any commission, committee, or board meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation could be viewed as unfairly affecting the process.

b. Limit contact with Commission, Committee, and Board members to questions of clarification
   It is acceptable for Council Members to contact commission, committee, or board members. However, it would be inappropriate to lobby one of these members on behalf of an individual, business, or developer, and vice versa.

c. Be respectful of diverse opinions
   A primary role of commission, committee, and board members is to represent the many points of view in the community, and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individual members, but they should be fair and respectful of every citizen who chooses to serve as a member of one of the City's commissions, committees, or boards.

d. Keep political support away from public fora
   Commission, committee, and board members have the right to offer their political support to a Council Member in their private capacity, but not while conducting official City duties. Likewise, Council Members may support any commission, committee, or board member who may be running for office, but such support should not be expressed during the course of any City funded meeting.

C. IMPLEMENTATION

1. The Costa Mesa Code of Conduct expresses standards of ethical conduct expected for the Mayor, Costa Mesa City Council, members of commissions, committees, boards, and all Covered Positions. In addition, all Elected and Appointed officials and designated employees shall be required to take all training mandated by law, including AB 1234 training and AB 1661 training.

2. The provisions of this Code of Conduct express standards of ethical conduct expected for City officials and employees. As an expression of such standards, the provisions of this Code are intended to be self-enforcing for the most part. City officials and employees themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. It will be most effective when City officials and employees are thoroughly familiar with the expressed standards and embrace them.

3. Following its adoption, the City Clerk shall provide all current Elected and Appointed Officials with a copy of the newly adopted Code of Conduct and all current Elected and Appointed Officials will be asked to sign a statement acknowledging they have read and understand the Code of Conduct. The City Clerk shall provide a copy of the Code of Conduct to candidates for Mayor, City Council, and applicants to Commissions, Committee, and Boards. The City Clerk shall provide a copy of the Code of Conduct to all Elected and Appointed Officials upon entering office and all individuals in Covered Positions will be asked to sign a statement (example below) acknowledging they have read and understand the Code of Conduct.

Example:

I affirm that I have read and understand the City of Costa Mesa Code of Conduct for Elected and Appointed Officials, and covered City Employees.

Name: _____ Position: _____

Signature: _____ Date: _____

D. COMPLIANCE AND ENFORCEMENT

Elected and Appointed officials themselves have the primary responsibility to ensure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of commissions, commitStees and boards and the Mayor have the additional responsibility to intervene when Elected and Appointed officials' actions appear to be in violation of the Code of Conduct or when these actions are brought to their attention.

1. A violation of the provisions of this Code of Conduct shall not be considered and shall not constitute a basis for challenging the validity of any decision by the City Council or any other body or agency of the City.
2. All suspected violations of this Code that also pertain to provisions of the Political Reform Act (California Government Code section 81000, et seq.) should be reported to the Fair Political Practices Commission of the State of California.
3. All suspected violations of this Code that may independently constitute criminal offenses, including those outside of the purview of the Fair Political Practices Commission, should be reported to the Office of the Orange County District Attorney.
4. Except as otherwise expressly provided by State law, the following shall constitute the exclusive means and procedures of enforcing the provisions of this Code:
   a. Alleged violations committed by the Mayor, a member of the City Council or a member of a City commission should be reported in writing to the City Attorney. Upon receipt of the report, the City Attorney shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation and endeavoring to avoid future violations in the event one has occurred.

b. Alleged violations committed by someone in a Covered Position should be reported in writing to the City Manager or his/her designee. Upon receipt of the report, the City Manager, or his/her designee, shall commence an investigation to determine whether the alleged violation is substantiated. The City Manager, or his/her designee, shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation. In the event the City Manager, or his/her designee, determines that a violation has occurred, the City Manager may take appropriate action in accordance with applicable City rules, regulations, and procedures related to employment and/or discipline.
c. In the event that the City Attorney or City Manager (or his or her designee) determines that a violation of this division has occurred, appropriate documentation should be prepared to memorialize the determination.

5. The City Council may impose sanctions on members of commissions, committees, and boards whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. In addition, the City Council may also act to remove members of commissions, committees and boards from office or position who violate the provisions of this Code.
6. The City Council may impose sanctions on Elected officials whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. Serious violations could lead to additional sanctions as deemed appropriate by the City Council. The definition of a "serious violation" is not set forth by law, but in determining the type of sanction to be considered or imposed, the following factors may be considered:

   a. Nature of the violation *(conflict of interest, financial disclosures, actions of harassment, abusive conduct, open process of Government, Brown Act, City ordinances and policies, failure to disclose campaign contributions when voting on an item to award an agreement/contract,* etc.)
   b. Prior violations by the same individual
   c. Other factors which bear upon the seriousness of the violation *(failure to comply with the laws of the United States of America, State of California, and the City of Costa Mesa in the performance of their public duties,* etc.)

City of Costa Mesa

Code of Conduct For

Elected and Appointed Officials

Adopted _____ by Resolution No. 2026-XX

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These standards are adopted to ensure that the Mayor and members of the City Council, as elected representatives, City employees, and appointed Commissioners, are engaged in public service not for private, personal gain, but to advance the interest of Costa Mesa residents and the entire Costa Mesa community. These standards govern the following Public Officials and City employees: the Mayor; the Mayor Pro Tem; members of the City Council; the City Manager; Assistant and Deputy City Managers; the City Clerk; Department Directors; Deputy Department Directors; the Police Chief; the Deputy Police Chief; the Fire Chief and Deputy Fire Chiefs; the City Attorney; the Zoning Administrator; the City Engineer; and members of the Planning Commission, the Arts Commission, the Parks and Community Services Commission; and any other committee that is advisory in nature. These positions shall be referred to herein collectively as “the Covered Positions.”

The citizens of Costa Mesa are entitled to responsible, transparent, fair, and honest city government that operates in an atmosphere of respect and civility. Accordingly, the Costa Mesa City Council has adopted this code to:

1. Describe the standards of behavior to which its Elected (hereinafter the term "Elected" refers to the Mayor and City Council) and Appointed (hereinafter the term "Appointed" refers to members of City of Costa Mesa's Commissions and Committees, the City Manager and the City Attorney) Officials and high ranking employees aspire;

2. Provide an ongoing source of guidance to Elected and Appointed Officials and employees in their day-to-day service to the city; and

3. Promote and maintain high ethical standards.

The citizens of Costa Mesa are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Costa Mesa's commitment to excellence, the effective functioning of democratic government therefore requires that:

- Elected and Appointed officials comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Elected and Appointed officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

This Code addresses selective aspects of the governance of the City and supplements but does not supplant other laws and rules that prescribe the legal responsibilities of the Covered Positions. Those include, among others, the California Constitution, various provisions of the California Government Code

(including the Brown Act and the Political Reform Act) and the California Labor Code, federal laws prohibiting discrimination and harassment, and the provisions of the City's own Municipal Code. Elected and Appointed officials and covered employees should be familiar with these laws to ensure that they exercise their responsibilities properly.

It is not possible for a code of this kind to anticipate and provide a rule of conduct for all situations. It is expected that Elected and Appointed officials and employees in the Covered Positions will manage their behavior in a manner consistent with the rules that follow, respect the chain of command and behave within the bounds of their authority. It is also expected that Elected and Appointed officials will treat each other, City employees, residents and business people with courtesy and respect in a manner that reflects well on the City.

To this end, the Costa Mesa City Council adopts this Code of Conduct for Elected and Appointed Officials and designated employees to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The Ethics section of the City's Code of Conduct offers guidance on matters pertaining to ethical considerations, addressing questions of right and wrong.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, officials in the Covered Positions ("Officials") should work for the common good of the people of Costa Mesa and not for any private or personal interest, and provide for the fair and equal treatment of all persons, claims and transactions coming before them. Officials will serve the community as servant leaders, putting aside self-interest and consider the needs of all residents. Officials should seek to implement transparency and ethical practices, so as to ensure the public's trust and avoid any perception of wrongdoing.
2. Comply with both the spirit and the letter of the Law and City Policy. Officials shall comply with the laws of the United States of America, the State of California and the City of Costa Mesa in the performance of their public duties.
3. Conduct of Officials in Covered Positions. The professional and personal conduct of Officials while exercising their office should be above reproach and seek to avoid even the appearance of impropriety. Officials should refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other Officials of the City Council, of other commissions or committees of the City, of staff or the public.
4. Conduct at Public Meetings. Officials should prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. Officials should limit their use of electronic devices during meetings.
5. Decisions Based on Merit. Officials should base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
6. Conflicts of Interest.

    a. Officials should seek to ensure their independence and impartiality on behalf of the common good, and their compliance with conflict-of-interest laws. Unless specifically authorized by law, Officials should not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) a contractual interest, or (c) an impermissible personal bias (a completely closed mind).

    b. Officials who have a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, an Official should not participate in a decision unless and until he or she has requested and receives advice allowing the Official to participate. An Official shall diligently pursue obtaining such advice. The Official shall provide the Mayor and the City Attorney a copy of any written request or advice and conform his or her participation to the advice given. In providing assistance to Officials, the City Attorney represents the city and not individual Officials.

    c. Each year Officials in the Covered Position shall file a Form 700, which requires the disclosure of designated investments, interests in real property, sources of income and gifts in accordance with the City's conflict of interest code. Where a conflict exists, the Official must disclose the conflict, leave the

dais during the consideration of the item, and not otherwise seek to influence the decision in any way.

d. Except as provided in California Government Code section 1090, et seq., no Official shall have a financial interest in any contract made by the City, except contracts relating to the performance of their official City duties.

7. City Allegiance and Proper Conduct.

a. Any person in a Covered Position who is employed by another governmental entity or a non-profit, or has an interest in their spouse's employment with a governmental entity or a non-profit shall disclose such employment or interest in a spouse's employment at the time such employment or interest commences, and again any time that official's or spouse's employer is involved in any City Council action or proposed action, even if such employment or interest in a spouse's employment does not prohibit participation by the affected Official under state or local law.

b. Political Influence Prohibited. It is unlawful for any person in a Covered Position to use or promise to use his influence or official authority to secure any appointment or prospective appointment, to any position in the service of the City as a reward or return for personal or partisan political service.

c. Knowledge of and agreement to abide by provisions. Individuals in Covered Positions shall at the time of their election or appointment or upon the effective date of this section, whichever occurs later, sign an appropriate form prepared by the City Clerk reciting their knowledge of the provisions of this code of conduct and their agreement to abide by such provisions.

8. Gifts and Favors. Individuals in Covered Positions shall fully comply with the regulations, prohibitions and disclosure requirements set forth under law concerning the receipt of gifts, honorariums, and any other special favors. Individuals in Covered Positions should refrain from accepting any gifts, favors or promises of future benefits where it might compromise their ability to act in the public's interest.

9. Confidential Information. Officials must maintain the confidentiality of all closed session information and materials, and any other materials or verbal information which has been identified as being confidential or privileged. Officials shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

10. Use of Public Resources. Officials shall not use public resources for any personal purpose (e.g., City staff time, equipment, vehicles, supplies or facilities), whether political or otherwise. The use of public resources must always be tied to a valid public purpose.

11. Representation of Private Interests.

a. In keeping with their role as stewards of the public interest, while in office, members of the City Council shall not appear on behalf of the private interests of third parties before the City Council or any other subservient

body of the City.

b. For a period of one year after leaving office, members of the City Council are prohibited from making any formal or informal appearances before the City, on behalf of third parties, in exchange for compensation, when it is for the purpose of trying to influence a legislative or administrative action involving a permit, license, grant, contract, or the purchase or sale of goods or property, except in their official role on behalf of another public agency. California Government Code section 87406.3.

12. Advocacy. Officials should seek to represent the official policies or positions of the City Council, or of their respective commission or committee, to the best of their ability when designated as delegates for that purpose. Whenever an Official chooses to express their individual opinions on a matter, they should make it clear when those comments do not represent the position of the body of which they are a member or the City of Costa Mesa. Individual officials have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or commission or committee meetings, or other official City meetings.

13. Policy Role of Elected and Appointed officials. Officials shall respect and adhere to the Council-Manager structure of the City of Costa Mesa government as outlined in the Costa Mesa Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, commissions and committees and the public. Except as provided by the City Code, Elected and Appointed officials shall not interfere with the administrative functions of the City or the professional duties of staff; nor shall they impair the ability to implement Council policy decisions.

14. Positive Workplace Environment. Officials shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Officials shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Ethics Training: Officials must comply with the ethics training requirement outlined under Assembly Bill 1234 (California Government Code section 53235).

16. Nepotism: The City Council shall not appoint to a salaried position under the City government any person who is a relative by blood or marriage within the second degree of any one or more of the members of such Council and neither shall any department head or other officer having appointive power appoint any relative within such degree to any such position.

B. CONDUCT

The conduct section of the City's Code of Conduct aims to articulate the expected treatment of Officials towards one another, City staff, constituents, and other individuals encountered while representing the City of Costa Mesa. "Respect" serves as a pervasive and unwavering theme throughout all the conduct guidelines. Elected and Appointed officials are tasked with upholding exemplary behavior consistently. The key principle underlying these guidelines is the demonstration of respect for each individual, employing both words and actions. This emphasis on respect serves as a guiding principle, assisting Officials in making the right choices, even in the most challenging situations.

1. Officials' Conduct with Each Other

Officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

a. Honor the role of the Mayor or Chairperson in maintaining order.
It is the responsibility of the Mayor or Chairperson to keep the comments of Officials on track during public meetings. Officials should honor efforts by the Mayor or Chairperson to focus discussion on current agenda items. If there is disagreement concerning any matter, those objections should be voiced politely and with reason, following the adopted parliamentary guidelines.

b. Practice civility and decorum in discussions and debate.
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information, are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify the making of belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. Officials should endeavor to keep each other accountable for professional decorum. Do not interrupt or speak over others, striving to understand various perspectives and opinions while encouraging cooperation and collaboration.

c. Demonstrate effective problem-solving approaches.
Officials have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected officials, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

a. Treat all staff as professionals.
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

b. Govern, do not direct
The Mayor and Council Members' role is to set policy and not to provide day

to day direction to city employees. Questions of City staff and/or requests for additional information shall be directed to the City Manager or the appropriate Department Head, unless the City Manager or Department Head indicates otherwise. Council Members may pass on constituent concerns directly to staff designated by the City Manager or Department Head for such purposes.

c. Do not disrupt City staff from their jobs.
Officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Elected and Appointed officials should not attend City staff meetings, unless requested by staff.

d. Personnel Matters
Personnel matters must be handled by the City Manager and Human Resources division, working together with the employee and department at issue, and if necessary, the City Attorney. Other Officials should not get involved in personnel matters, whether to encourage or discourage a particular outcome, or to help investigate a concern. Officials' inappropriate involvement tends to increase litigation against the City, so it should be avoided. All concerns should be directed to the City Manager, who has the responsibility to investigate and make final decisions in accordance with California law and the City's rules.

e. Never publicly criticize an individual employee.
Officials should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's manager. Concerns about staff performance should only be made to the City Manager through private correspondence or conversation. Such concerns can then be addressed in accordance with the City's personnel rules.

f. Do not retaliate or threaten to retaliate against employees as a result of disagreements over policy recommendations.
It is critical to the success of the City that its employees enjoy a workplace free of the fear of retaliation. The City takes great pride in its creativity and its receptivity to new and different ideas; creativity is fostered by an open and nonjudgmental atmosphere where candor is not penalized. City employees are hired to offer their professional judgments and opinions. Elected and Appointed officials are certainly free to disagree with those judgments; indeed, those Officials ultimately may have the final word. But those disagreements must not extend to threats or generate fear of reprisal. Elected and Appointed officials enjoy substantial authority within City Hall; this authority must not be exercised in a manner that intimidates staff and degrades morale with resulting damage to the fabric of the organization.

g. No disciplinary action or retaliation shall be taken against any employee for reporting in good faith a perceived issue, problem, concern or violation. Additionally, no reprisal shall be taken against any officer or employee who participates as a witness during the course of an investigation.

h. Do not get involved in administrative functions.
Officials acting in their individual capacity should not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

i. Do not solicit political support from staff.
Elected and Appointed officials should not solicit any type of political support

(financial contributions, display of posters or lawn signs, name on support list, other campaign-related assistance, etc.) from City staff while they are working. City staff have the constitutional right to support political candidates of their own choosing, but all such activities must be done on the employee's own time, away from the workplace, and not in uniform.

j. No Attorney-Client Relationship
The City Attorney represents the city and not any individual Elected or Appointed official.

3. Officials' Conduct with the Public

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individuals in Covered Positions toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

a. Be welcoming to speakers and treat them with respect.
While questions of clarification may be asked, the Official's primary role during public testimony is to listen. Officials should seek to demonstrate active listening and interest in each speaker's presentation, and to avoid any negative body language. This includes refraining from use of personal electronic devices during meetings to engage in work, or to communicate with members of the public or other decision making officials about an item on the agenda.

b. Be fair and equitable in allocating public hearing time to individual speakers.
The Mayor or Chairperson will follow the pre-established time allocation for each speaker and seek to apply them equally to every speaker in a fair and impartial manner. If there is a need to shorten the allotted time for speakers, the chair should announce those limits prior to the start of the agenda item whenever possible. Each speaker may only speak once during any particular agenda item unless the Mayor or Chairperson requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Mayor or Chairperson reopens the public hearing for a limited and specific purpose.

c. No official or employee shall encourage, make or accept any ex parte or other unilateral application or communication that excludes the interests of other parties in a matter under consideration when such application or communication is designed to influence the official decision or conduct of the official or other officials, employees or agencies in order to obtain a more favored treatment or special consideration to advance the personal or private interests of him/herself or others. The purpose of this provision is to guarantee that all interested parties to any matter shall have equal opportunity to express and represent their interests. Any written ex parte communication received by an official or employee in matters where all interested parties should have an equal opportunity for a hearing shall be made a part of the record by the recipient. Any oral ex parte communication received under such conditions should be written down in substance by the recipient and also be made a part of the record.

d. Maintain an open mind.
Members of the public deserve an opportunity to influence the thinking of Officials.

e. Ask for clarification, but avoid debate and argument with the public.
Officials should not interrupt a speaker during a presentation. However, an Elected or Appointed official can respectfully ask the Mayor or Chairperson for a point of order if a speaker is off the topic, or to ask a question of the speaker.

f. Be accessible to the public between noticed City meetings to assist them and connect them with staff who can respond to their questions and concerns.

4. Council Conduct with Other Commission or Committee Members

The City Council has established certain commissions and committees as a means to assist the Council in making decisions, and in gathering more community input. Citizens who serve as members of the City's various commissions and committees become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

a. If attending a Commission or Committee meeting, be careful to only express personal opinions.
Council Members may attend any commission or committee meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation could be viewed as unfairly affecting the process.

b. Limit contact with Commission and Committee members to questions of clarification.
It is acceptable for Council Members to contact commission or committee members. However, it would be inappropriate to lobby one of these members on behalf of an individual, business, or developer, and vice versa.

c. Be respectful of diverse opinions.
A primary role of commission and committee members is to represent the many points of view in the community, and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individual members, but they should be fair and respectful of every citizen who chooses to serve as a member of one of the City's commissions or committees.

d. Keep political support away from public fora.
Commission and committee members have the right to offer their political support to a Council Member in their private capacity, but not while conducting official City duties. Likewise, Council Members may support any commission or committee member who may be running for office, but such support should not be expressed during the course of any City funded meeting.

C. IMPLEMENTATION

1. The Costa Mesa Code of Conduct expresses standards of ethical conduct expected for the Mayor, Costa Mesa City Council, members of commissions and committees, and all Covered Positions. In addition, all Officials and designated employees shall be required to take all training mandated by law, including AB 1234 training and AB 1661 training.

2. The provisions of this Code of Conduct express standards of ethical conduct expected for City officials and employees. As an expression of such standards, the provisions of this Code are intended to be self-enforcing for the most part. City officials and employees themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. It will be most effective when City officials and employees are thoroughly familiar with the expressed standards and embrace them.

3. Following its adoption, the City Clerk shall provide all current Officials in Covered Positions with a copy of the newly adopted Code of Conduct and all current Officials will be asked to sign a statement acknowledging they have read and understand the Code of Conduct. The City Clerk shall provide a copy of the Code of Conduct to candidates for Mayor, City Council, and applicants to Commissions and Committee. The City Clerk shall provide a copy of the Code of Conduct to all Elected and Appointed Officials upon entering office and all individuals in Covered Positions will be asked to sign a statement (example below) acknowledging they have read and understand the Code of Conduct.

Example:

I affirm that I have read and understand the City of Costa Mesa Code of Conduct for Elected and Appointed Officials, and covered City Employees.

Name: ..... Position: .....
Signature: _____ Date: _____

D. COMPLIANCE AND ENFORCEMENT

Officials themselves have the primary responsibility to ensure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of commissions and committees and the Mayor have the additional responsibility to intervene when Elected and Appointed officials' actions appear to be in violation of the Code of Conduct or when these actions are brought to their attention.

1. A violation of the provisions of this Code of Conduct shall not be considered and shall not constitute a basis for challenging the validity of any decision by the City Council or any other body or agency of the City.
2. All suspected violations of this Code that also pertain to provisions of the Political Reform Act (California Government Code section 81000, et seq.) should be reported to the Fair Political Practices Commission of the State of California.

3. All suspected violations of this Code that may independently constitute criminal offenses, including those outside of the purview of the Fair Political Practices Commission, should be reported to the Office of the Orange County District Attorney.
4. Except as otherwise expressly provided by State law, the following shall constitute the exclusive means and procedures of enforcing the provisions of this Code:
   a. Alleged violations committed by the Mayor, a member of the City Council or a member of a City commission should be reported in writing to the City Attorney.

      Upon receipt of the report, the City Attorney shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation and endeavoring to avoid future violations in the event one has occurred.

   b. Alleged violations committed by an individual in a Covered Position other than the City Council, Commission members or the City Manager should be reported in writing to the City Manager or his/her designee. Upon receipt of the report, the City Manager, or his/her designee, shall commence an investigation to determine whether the alleged violation is substantiated. The City Manager, or his/her designee, shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation. In the event the City Manager, or his/her designee, determines that a violation has occurred, the City Manager may take appropriate action in accordance with applicable City rules, regulations, and procedures related to employment and/or discipline.

   c. In the event that the City Attorney or City Manager (or his or her designee) determines that a violation of this division has occurred, appropriate documentation should be prepared to memorialize the determination.

5. The City Council may impose sanctions on members of commissions and committees whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. In addition, the City Council may also act to remove members of commissions and committees from office or position who violate the provisions of this Code, in accordance with the requirements contained in the Costa Mesa Municipal Code.

6. The City Council may impose sanctions on Elected officials whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. Serious violations could lead to additional sanctions as deemed appropriate by the City Council. The definition of a "serious violation" is not set forth by law, but in determining the type of sanction to be considered or imposed, the following factors may be considered:

   a. Nature of the violation *(conflict of interest, financial disclosures, actions of harassment, abusive conduct, open process of Government, Brown Act, City ordinances and policies, failure to disclose campaign contributions when voting on an item to award an agreement/contract,* etc.)
   b. Prior violations by the same individual
   c. Other factors which bear upon the seriousness of the violation *(failure to comply with the laws of the United States of America, State of California, and the City of Costa Mesa in the performance of their public duties,* etc.)

Attachment 3

City of Costa Mesa

Code of Conduct For

Elected and Appointed Officials

Adopted _____ by Resolution No. 2026-XX

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Introduction

The City of Costa Mesa is a general law city governed by the council/manager form of government. The City Council, with the assistance of its advisory commissions, and committees~~, and boards~~, makes policies and fundamental governmental decisions; the City Manager is charged with implementing those policies and decisions and administering the day-to-day affairs of the City with the assistance of his/her staff. The City Council has direct authority over the City Manager and the City Attorney; all other employees of the City are under the direct authority of the City Manager.

These standards are adopted to ensure that the Mayor and members of the City Council, as elected representatives, City employees, and appointed Commissioners, are engaged in public service not for private, personal gain, but to advance the interest of Costa Mesa residents and the entire Costa Mesa community. These standards govern the following Public Officials and City employees: the Mayor; the Mayor Pro Tem; members of the City Council; ~~City Council Executive Assistants;~~ the City Manager; Assistant and Deputy City Managers; the City Clerk; Department Directors; Deputy Department Directors; the Police Chief; the Deputy Police Chief; the Fire Chief and Deputy Fire Chiefs; the City Attorney; the Zoning Administrator; the City Engineer; and members of the Planning Commission, the Arts Commission, the Parks and Community Services Commission; and any other ~~commission~~committee that is advisory in nature. These positions shall be referred to herein collectively as "the Covered Positions."

The citizens of Costa Mesa are entitled to responsible, transparent, fair, and honest city government that operates in an atmosphere of respect and civility. Accordingly, the Costa Mesa City Council has adopted this code to:

1. Describe the standards of behavior to which its Elected (hereinafter the term "Elected" refers to the Mayor and City Council) and Appointed (hereinafter the term "Appointed" refers to members of City of Costa Mesa's Commissions, and Committees~~, and Boards~~, the City Manager and the City Attorney) Officials and high ranking employees aspire;

2. Provide an ongoing source of guidance to Elected and Appointed Officials and employees in their day-to-day service to the city; and

3. Promote and maintain high ethical standards.

The citizens of Costa Mesa are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Costa Mesa's commitment to excellence, the effective functioning of democratic government therefore requires that:

- Elected and Appointed officials comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Elected and Appointed officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

This Code addresses selective aspects of the governance of the City and supplements but does not supplant other laws and rules that prescribe the legal responsibilities of the Covered Positions. Those include, among others, the

California Constitution, various provisions of the California Government Code (including the Brown Act and the Political Reform Act) and the California Labor Code, federal laws prohibiting discrimination and harassment, and the provisions of the City's own Municipal Code. Elected and Appointed officials and covered employees should be familiar with these laws to ensure that they exercise their responsibilities properly.

It is not possible for a code of this kind to anticipate and provide a rule of conduct for all situations. ~~At bottom, it~~It is expected that Elected and Appointed officials and employees in the Covered Positions will manage their behavior in a manner consistent with the rules that follow, respect the chain of command and behave within the bounds of their authority. It is also expected that Elected and Appointed officials will treat each other, City employees, residents and business people with courtesy and respect in a manner that reflects well on the City.

To this end, the Costa Mesa City Council adopts this Code of Conduct for Elected and Appointed Officials and designated employees to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The Ethics section of the City's Code of Conduct offers guidance on matters pertaining to ethical considerations, addressing questions of right and wrong.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, ~~Elected and Appointed~~ officials in the Covered Positions ("Officials") should work for the common good of the people of Costa Mesa and not for any private or personal interest, and provide for the fair and equal treatment of all persons, claims and transactions coming before them. ~~Elected and Appointed officials~~Officials will serve the community as servant leaders, putting aside self-interest and consider the needs of all residents. ~~Elected and Appointed officials~~Officials should seek to implement transparency and ethical practices, so as to ensure the public's trust and avoid any perception of wrongdoing.
2. Comply with both the spirit and the letter of the Law and City Policy. ~~Elected and Appointed officials~~ Officials shall comply with the laws of the ~~nation~~United States of America, the State of California and the City of Costa Mesa in the performance of their public duties.
3. Conduct of ~~Elected and Appointed officials~~Officials in Covered Positions. The professional and personal conduct of ~~Elected and Appointed officials~~Officials while exercising their office should be above reproach and seek to avoid even the appearance of impropriety. ~~Elected and Appointed officials~~Officials should refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other ~~Elected and Appointed officials~~Officials of the City Council, of other commissions~~, or boards~~, or committees~~, or boards~~ of the City, of staff or the public.
4. Conduct at Public Meetings. ~~Elected and Appointed officials~~Officials should prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. Officials should limit their use of electronic devices during meetings.
5. Decisions Based on Merit. ~~Elected and Appointed officials~~Officials should base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
6. Conflicts of Interest.

   a. ~~Elected and Appointed officials~~Officials should seek to ensure their independence and impartiality on behalf of the common good, and their compliance with conflict-of-interest laws. Unless specifically authorized by law, ~~Elected and Appointed officials~~Officials should not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) a contractual interest, or (c) an impermissible personal bias (a completely closed mind).

   b. ~~Elected and Appointed officials~~Officials who have a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, an ~~Elected or Appointed official~~Official should not participate in a decision unless and until he or she has requested and receives advice allowing the ~~Elected or Appointed official~~Official to participate. An ~~Elected or Appointed official~~Official shall diligently pursue

obtaining such advice. The ~~Elected or Appointed official~~Official shall provide the Mayor and the City Attorney a copy ~~of any~~ of any written request or advice and conform his or her participation to the advice given. In providing assistance to ~~Elected and Appointed officials~~Officials, the City Attorney represents the city and not individual ~~Elected or Appointed officials~~Officials.

c. Each year ~~Elected and Appointed officials~~Officials in the Covered Position shall file a Form 700, which requires the disclosure of designated investments, interests in real property, sources of income and gifts in accordance with the City's conflict of interest code. Where a conflict ~~is determined to exist~~exists, the ~~Elected or Appointed official should~~Official must disclose the conflict, leave the dais during the consideration of the item, and not otherwise seek to influence the decision in any way.

~~d.~~ Except as provided in California Government Code ~~Section~~section 1090, et seq., no ~~Elected or Appointed official~~Official shall have a financial ~~interest in any contract made by the City.~~

~~7.1. City Allegiance and Proper Conduct.~~

~~a. Incompatible Employment or Service. Because of their uniquely important, visible, and elevated status and responsibilities as elected officials, the Mayor and members of the City Council, and by extension their Executive Assistants and their appointed Commissioners, shall not engage in compensated employment or service for the purpose of lobbying for any private person or organization before any local public agency (county, city or special district) located in the County of Orange or the County of Los Angeles.~~

~~1. Paragraph 7a shall not be applicable to lobbying as an in-house employee on behalf of his or her employer (as opposed to a client of the employer).~~
~~2. For purposes of paragraph 7a, "lobbying" shall mean any oral or written communication (including an electronic communication) to an official of a local agency other than the City, made directly or indirectly, in an effort to influence or persuade the official to favor or oppose, recommend or not recommend, vote for or against, or take or refrain from taking action on any public policy issue of a discretionary nature pending before the official's agency, including, but not limited to, proposed action, or proposals for action, in the form of ordinances, resolutions, motions, recommendations, reports, regulations, policies, nominations, appointments, sanctions, and bids, including the adoption of specifications, awards, grants, or contracts.~~

~~b.~~d. ~~Interest in City contracts. Individuals in Covered Positions shall not have a personal investment or monetary~~ interest in any contract made by the City, except contracts relating to the performance of their official City duties.

7. City Allegiance and Proper Conduct.

a. Any person in a Covered Position who is employed by another governmental entity or a non-profit, or has an interest in their spouse's employment with a governmental entity or a non-profit shall disclose such employment or interest in a spouse's employment at the time such employment or interest commences, and again any time that official's or spouse's employer is involved in any City Council action or proposed action, even if such employment or interest in a spouse's employment does not prohibit participation by the affected Official under state or local law.

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b. Political Influence Prohibited. It is unlawful for any person in a Covered Position to use or promise to use his influence or official authority to secure any appointment or prospective appointment, to any position in the service of the City as a reward or return for personal or partisan political service.

c. Knowledge of and agreement to abide by provisions. Individuals in Covered Positions shall at the time of their election or appointment or upon the effective date of this section, whichever occurs later, sign an appropriate form prepared by the City Clerk reciting their knowledge of the provisions of this code of conduct and their agreement to abide by such provisions.

8. Gifts and Favors. Individuals in Covered Positions shall fully comply with the regulations, prohibitions and disclosure requirements set forth under law concerning the receipt of gifts, honorariums, and any other special favors. Individuals in Covered Positions should refrain from accepting any gifts, favors or promises of future benefits where it might compromise their ability to act in the public's interest.

9. Confidential Information. ~~Elected and Appointed officials~~Officials must maintain the confidentiality of all closed session information and materials, and any other materials or verbal information which has been identified as being confidential or privileged. ~~Elected and Appointed officials~~Officials shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

10. Use of Public Resources. ~~Elected and Appointed officials~~Officials shall not use public resources for any personal purpose (e.g., City staff time, equipment, vehicles, supplies or facilities), whether political or otherwise. The use of public resources must always be tied to a valid public purpose.

11. Representation of Private Interests.

a. In keeping with their role as stewards of the public interest, while in office, members of the City Council shall not appear on behalf of the private interests of third parties before the City Council or any other subservient body of the City.

b. For a period of one year after leaving office, members of the City Council are prohibited from making any formal or informal appearances before the City, on behalf of third parties, in exchange for compensation, when it is for the purpose of trying to influence a legislative or administrative action involving a permit, license, grant, contract, or the purchase or sale of goods or property, except in their official role on behalf of another public agency. California Government Code section 87406.3.

12. Advocacy. ~~Elected and Appointed officials~~Officials should seek to represent the official policies or positions of the City Council, or of their respective commission~~,~~ or committee, ~~or board,~~ to the best of their ability when designated as delegates for that purpose. Whenever an ~~Elected or Appointed official~~Official chooses to express their individual opinions on a matter, they should make it clear when those comments do not represent the position of the body of which they are a member or the City of Costa Mesa. ~~Elected and Appointed~~Individual officials have the right to endorse candidates for all Council seats or other elected offices.

It is inappropriate to mention or display endorsements during Council meetings, or commission, or committee, or board meetings, or other official City meetings.

13. Policy Role of Elected and Appointed officials. Elected and Appointed officialsOfficials shall respect and adhere to the Council-Manager structure of the City of Costa Mesa government as outlined in the Costa Mesa Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, commissions, and committees, and boards and the public. Except as provided by the City Code, Elected and Appointed officials shall not interfere with the administrative functions of the City or the professional duties of staff; nor shall they impair the ability to implement Council policy decisions.

14. Positive Workplace Environment. Elected and Appointed officialsOfficials shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Elected and Appointed officialsOfficials shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Ethics Training: Elected and Appointed officialsOfficials must comply with the ethics training requirement outlined under Assembly Bill 1234 (California Government Code section 53235).

16. Nepotism: The City Council shall not appoint to a salaried position under the City government any person who is a relative by blood or marriage within the second degree of any one or more of the members of such Council and neither shall any department head or other officer having appointive power appoint any relative within such degree to any such position.

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B. CONDUCT

The conduct section of the City's Code of Conduct aims to articulate the expected treatment of ~~Elected and Appointed officials~~Officials towards one another, City staff, constituents, and other individuals encountered while representing the City of Costa Mesa. "Respect" serves as a pervasive and unwavering theme throughout all the conduct guidelines. Elected and Appointed officials are tasked with upholding exemplary behavior consistently. The key principle underlying these guidelines is the demonstration of respect for each individual, employing both words and actions. This emphasis on respect serves as a guiding principle, assisting ~~Elected and Appointed officials~~Officials in making the right choices, even in the most challenging situations.

1. ~~Elected and Appointed~~ Officials' Conduct with Each Other
   ~~Elected and Appointed officials~~Officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

   a. Honor the role of the Mayor or Chairperson in maintaining order.
      It is the responsibility of the Mayor or Chairperson to keep the comments of ~~Elected and Appointed officials~~Officials on track during public meetings. ~~Elected and Appointed officials~~Officials should honor efforts by the Mayor or Chairperson to focus discussion on current agenda items. If there is disagreement concerning any matter, those objections should be voiced politely and with reason, following the adopted parliamentary guidelines.

   b. Practice civility and decorum in discussions and debate.
      Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information, are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify the making of belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. ~~Elected and Appointed officials~~ Officials should endeavor to keep each other accountable for professional decorum. Do not interrupt or speak over others, striving to understand various perspectives and opinions while encouraging cooperation and collaboration.

   c. Demonstrate effective problem-solving approaches.
      ~~Elected and Appointed officials~~Officials have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

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~~Elected and Appointed~~

2. Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected officials, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

a. Treat all staff as professionals.
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

b. Govern, do not direct
The Mayor and Council Members' role is to set policy and not to provide day to day direction to city employees. Questions of City staff and/or requests for additional information shall be directed to the City Manager or the appropriate Department Head, unless the City Manager or Department Head indicates otherwise. Council Members may pass on constituent concerns directly to staff designated by the City Manager or Department Head for such purposes.

c. Do not disrupt City staff from their jobs.
~~Elected and Appointed officials~~Officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Elected and Appointed officials should not attend City staff meetings, unless requested by staff.

d. Personnel Matters
Personnel matters must be handled by the City Manager and Human Resources division, working together with the employee and department at issue~~. Elected and Appointed officials~~, and if necessary, the City Attorney. Other Officials should not get involved in personnel matters, whether to encourage or discourage a particular outcome, or to help investigate a concern. ~~Elected and Appointed officials~~Officials' inappropriate involvement tends to increase litigation against the City, so it should be avoided. All concerns should be directed to the City Manager, who has the responsibility to investigate and make final decisions in accordance with California law and the City's rules.

e. Never publicly criticize an individual employee.
~~Elected and Appointed officials~~Officials should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's manager. Concerns about staff performance should only be made to the City Manager through private correspondence or conversation. Such concerns can then be addressed in accordance with the City's personnel rules.

f. Do not retaliate or threaten to retaliate against employees as a result of disagreements over policy recommendations.
It is critical to the success of the City that its employees enjoy a workplace free of the fear of retaliation. The City takes great pride in its creativity and its receptivity to new and different ideas; creativity is fostered by an open and nonjudgmental atmosphere where candor is not penalized. City employees are hired to offer their professional judgments and opinions. Elected and Appointed officials are certainly free to disagree with those judgments; indeed, those ~~officials~~Officials ultimately may have the final word. But those

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disagreements must not extend to threats or generate fear of reprisal. Elected and Appointed officials enjoy substantial authority within City Hall; this authority must not be exercised in a manner that intimidates staff and degrades morale with resulting damage to the fabric of the organization.

g. No disciplinary action or retaliation shall be taken against any employee for reporting in good faith a perceived issue, problem, concern or violation. Additionally, no reprisal shall be taken against any officer or employee who participates as a witness during the course of an investigation.

~~g.~~h. Do not get involved in administrative functions.
~~Elected and Appointed officials~~Officials acting in their individual capacity should not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

~~h.~~i. Do not solicit political support from staff.
Elected and Appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, other campaign-related assistance, etc.) from City staff while they are working. City staff have the constitutional right to support political candidates of their own choosing, but all such activities must be done on the employee's own time, away from the workplace, and not in uniform.

~~i~~j. No Attorney-Client Relationship
The City Attorney represents the city and not any individual Elected or Appointed official.

3. ~~Elected and Appointed~~ Officials' Conduct with the Public

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individuals in Covered Positions toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

a. Be welcoming to speakers and treat them with respect.
While questions of clarification may be asked, the ~~official's~~Official's primary role during public testimony is to listen. Officials should seek to demonstrate active listening and interest in each speaker's presentation, and to avoid any negative body language. This includes refraining from use of personal electronic devices during meetings to engage in work, or to communicate with members of the public or other decision making officials about an item on the agenda.

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b. Be fair and equitable in allocating public hearing time to individual speakers.
The Mayor or Chairperson will follow the pre-established time allocation for each speaker and seek to apply them equally to every speaker in a fair and impartial manner. If there is a need to shorten the allotted time for speakers, the chair should announce those limits prior to the start of the agenda item whenever possible. Each speaker may only speak once during any particular agenda item unless the Mayor or Chairperson requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Mayor or Chairperson reopens the public hearing for a limited and specific purpose.

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~~c. Practice active listening~~

~~Elected and Appointed officials should seek to demonstrate active listening and interest in each speaker's presentation, and to avoid any pessimistic body language.~~

c. No official or employee shall encourage, make or accept any ex parte or other unilateral application or communication that excludes the interests of other parties in a matter under consideration when such application or communication is designed to influence the official decision or conduct of the official or other officials, employees or agencies in order to obtain a more favored treatment or special consideration to advance the personal or private interests of him/herself or others. The purpose of this provision is to guarantee that all interested parties to any matter shall have equal opportunity to express and represent their interests. Any written ex parte communication received by an official or employee in matters where all interested parties should have an equal opportunity for a hearing shall be made a part of the record by the recipient. Any oral ex parte communication received under such conditions should be written down in substance by the recipient and also be made a part of the record.

d. Maintain an open mind.
Members of the public deserve an opportunity to influence the thinking of ~~Elected and Appointed officials~~Officials.

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e. Ask for clarification, but avoid debate and argument with the public.
~~Elected and Appointed officials~~Officials should not interrupt a speaker during a presentation. However, an Elected or Appointed ~~officials~~official can respectfully ask the Mayor or Chairperson for a point of order if a speaker is off the topic, or to ask a question of the speaker.

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f. Be accessible to the public between noticed City meetings to assist them and connect them with staff who can respond to their questions and concerns.

4. Council Conduct with Other Commission, or Committee~~, or Board~~ Members

The City Council has established certain commissions, and committees~~, and boards~~ as a means to assist the Council in making decisions, and in gathering more community input. Citizens who serve as members of the City's various commissions, and committees~~, and boards,~~ become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

a. If attending a Commission, or Committee~~, or Board~~ meeting, be careful to only express personal opinions.
Council Members may attend any commission, or committee~~, or board~~ meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation could be viewed as unfairly affecting the process.

b. Limit contact with Commission, and Committee~~, and Board~~ members to questions of clarification.
It is acceptable for Council Members to contact commission, or committee~~, or board~~ members. However, it would be inappropriate to lobby one of these members on behalf of an individual, business, or developer, and vice versa.

c. Be respectful of diverse opinions.
A primary role of commission, and committee~~, and board~~ members is to represent the many points of view in the community, and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individual members, but they should be fair and respectful of every citizen who chooses to serve as a member of one of the City's commissions, or committees~~, or boards~~.

d. Keep political support away from public fora.
Commission, and committee~~, and board~~ members have the right to offer their political support to a Council Member in their private capacity, but not while conducting official City duties. Likewise, Council Members may support any commission, or committee~~, or board~~ member who may be running for office, but such support should not be expressed during the course of any City funded meeting.

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C. IMPLEMENTATION

1. The Costa Mesa Code of Conduct expresses standards of ethical conduct expected for the Mayor, Costa Mesa City Council, members of commissions, and committees, ~~boards,~~ and all Covered Positions. In addition, all ~~Elected and Appointed officials~~Officials and designated employees shall be required to take all training mandated by law, including AB 1234 training and AB 1661 training.

2. The provisions of this Code of Conduct express standards of ethical conduct expected for City officials and employees. As an expression of such standards, the provisions of this Code are intended to be self-enforcing for the most part. City officials and employees themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. It will be most effective when City officials and employees are thoroughly familiar with the expressed standards and embrace them.

3. Following its adoption, the City Clerk shall provide all current ~~Elected and Appointed~~ Officials in Covered Positions with a copy of the newly adopted Code of Conduct and all current ~~Elected and Appointed~~ Officials will be asked to sign a statement acknowledging they have read and understand the Code of Conduct. The City Clerk shall provide a copy of the Code of Conduct to candidates for Mayor, City Council, and applicants to Commissions, and Committee~~, and Boards~~. The City Clerk shall provide a copy of the Code of Conduct to all Elected and Appointed Officials upon entering office and all individuals in Covered Positions will be asked to sign a statement (example below) acknowledging they have read and understand the Code of Conduct.

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Example:

I affirm that I have read and understand the City of Costa Mesa Code of Conduct for Elected and Appointed Officials, and covered City Employees.

Name: ..... Position: .....
Signature: _____ Date: _____

D. COMPLIANCE AND ENFORCEMENT

~~Elected and Appointed officials~~Officials themselves have the primary responsibility to ensure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of commissions, and committees ~~and boards~~ and the Mayor have the additional responsibility to intervene when Elected and Appointed officials' actions appear to be in violation of the Code of Conduct or when these actions are brought to their attention.

1. A violation of the provisions of this Code of Conduct shall not be considered and shall not constitute a basis for challenging the validity of any decision by the City Council or

any other body or agency of the City.

2. All suspected violations of this Code that also pertain to provisions of the Political Reform Act (California Government Code section 81000, et seq.) should be reported to the Fair Political Practices Commission of the State of California.
3. All suspected violations of this Code that may independently constitute criminal offenses, including those outside of the purview of the Fair Political Practices Commission, should be reported to the Office of the Orange County District Attorney.
4. Except as otherwise expressly provided by State law, the following shall constitute the exclusive means and procedures of enforcing the provisions of this Code:
   a. Alleged violations committed by the Mayor, a member of the City Council or a member of a City commission should be reported in writing to the City Attorney.

      ~~a.~~ Upon receipt of the report, the City Attorney shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation and endeavoring to avoid future violations in the event one has occurred.

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   b. Alleged violations committed by ~~a~~an individual in a Covered Position other than the City Council ~~Executive Assistant~~, Commission members or the City Manager should be reported in writing to the City Manager or his/her designee. Upon receipt of the report, the City Manager, or his/her designee, shall commence an investigation to determine whether the alleged violation is substantiated. The City Manager, or his/her designee, shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation. In the event the City Manager, or his/her designee, determines that a violation has occurred, the City Manager may take appropriate action in accordance with applicable City rules, regulations, and procedures related to employment and/or discipline.

   c. In the event that the City Attorney or City Manager (or his or her designee) determines that a violation of this division has occurred, appropriate documentation should be prepared to memorialize the determination.

5. The City Council may impose sanctions on members of commissions~~,~~ and committees~~, and boards~~ whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. In addition, the City Council may also act to remove members of commissions~~,~~ and committees ~~and boards~~ from office or position who violate the provisions of this Code~~.~~, in accordance with the requirements contained in the Costa Mesa Municipal Code.
   ~~5.~~

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6. The City Council may impose sanctions on Elected officials whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. Serious violations could lead to additional sanctions as deemed appropriate by the City Council. The definition of a "serious violation" is not set forth by law, but in determining the type of sanction to be considered or imposed, the following factors may be considered:

   a. Nature of the violation *(conflict of interest, financial disclosures, actions of harassment, abusive conduct, open process of Government, Brown Act, City ordinances and policies, failure to disclose campaign contributions when voting on an item to award an agreement/contract,* etc.)
   b. Prior violations by the same individual
   c. Other factors which bear upon the seriousness of the violation *(failure to*

comply with the laws of the United States of America, State of California, and the City of Costa Mesa in the performance of their public duties, etc.)

Attachment 4

City of Costa Mesa

Code of Conduct For

Elected and Appointed Officials

Adopted _____ by Resolution No. 2026-XX

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Introduction

The City of Costa Mesa is a general law city governed by the council/manager form of government. The City Council, with the assistance of its advisory commissions and committees, makes policies and fundamental governmental decisions; the City Manager is charged with implementing those policies and decisions and administering the day-to-day affairs of the City with the assistance of his/her staff. The City Council has direct authority over the City Manager and the City Attorney; all other employees of the City are under the direct authority of the City Manager.

These standards are adopted to ensure that the Mayor and members of the City Council, as elected representatives, City employees, and appointed Commissioners, are engaged in public service not for private, personal gain, but to advance the interest of Costa Mesa residents and the entire Costa Mesa community. These standards govern the following Public Officials and City employees: the Mayor; the Mayor Pro Tem; members of the City Council; the City Manager; Assistant and Deputy City Managers; the City Clerk; Department Directors; Deputy Department Directors; the Police Chief; the Deputy Police Chief; the Fire Chief and Deputy Fire Chiefs; the City Attorney; the Zoning Administrator; the City Engineer; and members of the Planning Commission, the Arts Commission, the Parks and Community Services Commission; and any other committee that is advisory in nature. These positions shall be referred to herein collectively as "the Covered Positions."

The citizens of Costa Mesa are entitled to responsible, transparent, fair, and honest city government that operates in an atmosphere of respect and civility. Accordingly, the Costa Mesa City Council has adopted this code to:

1. Describe the standards of behavior to which its Elected (hereinafter the term "Elected" refers to the Mayor and City Council) and Appointed (hereinafter the term "Appointed" refers to members of City of Costa Mesa's Commissions and committees, the City Manager and the City Attorney) Officials and high ranking employees aspire;

2. Provide an ongoing source of guidance to Elected and Appointed Officials and employees in their day-to-day service to the city; and

3. Promote and maintain high ethical standards.

The citizens of Costa Mesa are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity. In keeping with the City of Costa Mesa's commitment to excellence, the effective functioning of democratic government therefore requires that:

- Elected and Appointed officials comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Elected and Appointed officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

This Code addresses selective aspects of the governance of the City and supplements but does not supplant other laws and rules that prescribe the legal responsibilities of the Covered Positions. Those include, among others, the California Constitution, various provisions of the California Government Code

(including the Brown Act and the Political Reform Act) and the California Labor Code, federal laws prohibiting discrimination and harassment, and the provisions of the City's own Municipal Code. Elected and Appointed officials and covered employees should be familiar with these laws to ensure that they exercise their responsibilities properly.

It is not possible for a code of this kind to anticipate and provide a rule of conduct for all situations. It is expected that Elected and Appointed officials and employees in the Covered Positions will manage their behavior in a manner consistent with the rules that follow, respect the chain of command and behave within the bounds of their authority. It is also expected that Elected and Appointed officials will treat each other, City employees, residents and business people with courtesy and respect in a manner that reflects well on the City.

To this end, the Costa Mesa City Council adopts this Code of Conduct for Elected and Appointed Officials and designated employees to assure public confidence in the integrity of local government and its effective and fair operation.

A. ETHICS

The Ethics section of the City's Code of Conduct offers guidance on matters pertaining to ethical considerations, addressing questions of right and wrong.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, officials in the Covered Positions ("Officials") should work for the common good of the people of Costa Mesa and not for any private or personal interest, and provide for the fair and equal treatment of all persons, claims and transactions coming before them. Officials will serve the community as servant leaders, putting aside self-interest and consider the needs of all residents. Officials should seek to implement transparency and ethical practices, so as to ensure the public's trust and avoid any perception of wrongdoing.
2. Comply with both the spirit and the letter of the Law and City Policy. Officials shall comply with the laws of the United States of America, State of California and the City of Costa Mesa in the performance of their public duties.
3. Conduct of Officials in Covered Positions. The professional and personal conduct of Officials while exercising their office should be above reproach and seek to avoid even the appearance of impropriety. Officials should refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other Officials of the City Council, of other commissions or committees of the City, of staff or the public.
4. Conduct at Public Meetings. Officials should prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. Officials should limit their use of electronic devices during meetings.
5. Decisions Based on Merit. Officials should base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
6. Conflicts of Interest.

    a. Officials should seek to ensure their independence and impartiality on behalf of the common good, and their compliance with conflict-of-interest laws. Unless specifically authorized by law, Officials should not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) a contractual interest, or (c) an impermissible personal bias (a completely closed mind).

    b. Officials who have a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, an Official should not participate in a decision unless and until he or she has requested and receives advice allowing the Official to participate. An Official shall diligently pursue obtaining such advice. The Official shall provide the Mayor and the City Attorney a copy of any written request or advice and conform his or her participation to the advice given. In providing assistance to Officials, the City Attorney represents the city and not individual Officials.

    c. Each year Officials in the Covered Positions shall file a Form 700, which requires the disclosure of designated investments, interests in real property, sources of income and gifts in accordance with the City's conflict of interest code. Where a conflict exists, the Official must disclose the conflict, leave the

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Commented [KB2]: Political Reform Act requires filing Form 700. City's adopted conflict of interest code determines which officials must file and the level of detail required.

dais during the consideration of the item, and not otherwise seek to influence the decision in any way.

d. Except as provided in California Government Code section 1090, et seq., no Official shall have a financial interest in any contract made by the City, except contracts relating to the performance of their official City duties.

7. City Allegiance and Proper Conduct.

a. Any person in a Covered Position who is employed by another governmental entity or a non-profit, or has an interest in their spouse's employment with a governmental entity or a non-profit shall disclose such employment or interest in a spouse's employment at the time such employment or interest commences, and again any time that official's or spouse's employer is involved in any City Council action or proposed action, even if such employment or interest in a spouse's employment does not prohibit participation by the affected Official under state or local law.

b. Political Influence Prohibited. It is unlawful for any person in a Covered Position to use or promise to use his influence or official authority to secure any appointment or prospective appointment, to any position in the service of the City as a reward or return for personal or partisan political service.

c. Knowledge of and agreement to abide by provisions. Individuals in Covered Positions shall at the time of their election or appointment or upon the effective date of this section, whichever occurs later, sign an appropriate form prepared by the City Clerk reciting their knowledge of the provisions of this code of conduct and their agreement to abide by such provisions.

8. Gifts and Favors. Individuals in Covered Positions shall fully comply with the regulations, prohibitions and disclosure requirements set forth under law concerning the receipt of gifts, honorariums, and any other special favors. Individuals in Covered Positions should refrain from accepting any gifts, favors or promises of future benefits where it might compromise their ability to act in the public's interest.

9. Confidential Information. Officials must maintain the confidentiality of all closed session information and materials, and any other materials or verbal information which has been identified as being confidential or privileged. Officials shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

10. Use of Public Resources. Officials shall not use public resources for any personal purpose (e.g., City staff time, equipment, vehicles, supplies or facilities), whether political or otherwise. The use of public resources must always be tied to a valid public purpose.

11. Representation of Private Interests.

a. In keeping with their role as stewards of the public interest, while in office, members of the City Council shall not appear on behalf of the private interests of third parties before the City Council or any other subservient

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Commented [KB4]: Government Code section 1090, et seq. contain detailed rules on prohibited financial interests in contracts, and AG and FPPC opinions and case law interpret provisions.

Commented [KB5]: This is partially covered by state law. For government employees, no conflict if their department is not involved and they have no part in preparing the proposal or contracts.

Commented [KB6]: This issue would likely be treated as covered by the Political Reform Act, but this explicit language is not included; generally it is improper to use one's position to influence governmental decision based on financial or other improper considerations.

Commented [KB7]: These issues are addressed by numerous portions of the Political Reform Act and related regulations and opinions.

Commented [KB8]: Brown Act addresses closed session information. Attorney/client privilege is held by council/city as a whole.

Commented [KB9]: Depending on the conduct at issue, this might be considered abuse of public office or potential other crime.

Commented [KB10]: Covered by statute and case law.

body of the City.

b. For a period of one year after leaving office, members of the City Council are prohibited from making any formal or informal appearances before the City, on behalf of third parties, in exchange for compensation, when it is for the purpose of trying to influence a legislative or administrative action involving a permit, license, grant, contract, or the purchase or sale of goods or property, except in their official role on behalf of another public agency. California Government Code section 87406.3.

12. Advocacy. Officials should seek to represent the official policies or positions of the City Council, or of their respective commission, committee, or board, to the best of their ability when designated as delegates for that purpose. Whenever an Official chooses to express their individual opinions on a matter, they should make it clear when those comments do not represent the position of the body of which they are a member or the City of Costa Mesa. Individual officials have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or commission, committee, or board meetings, or other official City meetings.

13. Policy Role of Elected and Appointed officials. Officials shall respect and adhere to the Council-Manager structure of the City of Costa Mesa government as outlined in the Costa Mesa Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, commissions and committees and the public. Except as provided by the City Code, Elected and Appointed officials shall not interfere with the administrative functions of the City or the professional duties of staff; nor shall they impair the ability to implement Council policy decisions.

14. Positive Workplace Environment. Officials shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Officials shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

15. Ethics Training: Officials must comply with the ethics training requirement outlined under Assembly Bill 1234 (California Government Code section 53235).

16. Nepotism: The City Council shall not appoint to a salaried position under the City government any person who is a relative by blood or marriage within the second degree of any one or more of the members of such Council and neither shall any department head or other officer having appointive power appoint any relative within such degree to any such position.

Commented [KB11]: Prohibited by state law if for compensation. Also raises issues of bias.

Commented [KB12]: Gov. Code section 87406.3. This is included in AB 1234 training.

Commented [KB13]: There are a variety of cases and opinions from which this is derived. There is no explicit statutory prohibition that clearly states this (other than no use of public resources for political purpose).

Commented [KB14]: The CMMC addresses much of this.

Commented [KB15]: Covered by state law.

B. CONDUCT

The conduct section of the City's Code of Conduct aims to articulate the expected treatment of Officials towards one another, City staff, constituents, and other individuals encountered while representing the City of Costa Mesa. "Respect" serves as a pervasive and unwavering theme throughout all the conduct guidelines. Elected and Appointed officials are tasked with upholding exemplary behavior consistently. The key principle underlying these guidelines is the demonstration of respect for each individual, employing both words and actions. This emphasis on respect serves as a guiding principle, assisting Officials in making the right choices, even in the most challenging situations.

1. Officials' Conduct with Each Other

Officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

a. Honor the role of the Mayor or Chairperson in maintaining order.
It is the responsibility of the Mayor or Chairperson to keep the comments of Officials on track during public meetings. Officials should honor efforts by the Mayor or Chairperson to focus discussion on current agenda items. If there is disagreement concerning any matter, those objections should be voiced politely and with reason, following the adopted parliamentary guidelines.

b. Practice civility and decorum in discussions and debate.
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information, are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify the making of belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. Officials should endeavor to keep each other accountable for professional decorum. Do not interrupt or speak over others, striving to understand various perspectives and opinions while encouraging cooperation and collaboration.

c. Demonstrate effective problem-solving approaches.
Officials have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected officials, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

a. Treat all staff as professionals.
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

b. Govern, do not direct
The Mayor and Council Members' role is to set policy and not to provide day

to day direction to city employees. Questions of City staff and/or requests for additional information shall be directed to the City Manager or the appropriate Department Head, unless the City Manager or Department Head indicates otherwise. Council Members may pass on constituent concerns directly to staff designated by the City Manager or Department Head for such purposes.

c. Do not disrupt City staff from their jobs.
Officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Elected and Appointed officials should not attend City staff meetings, unless requested by staff.

d. Personnel Matters
Personnel matters must be handled by the City Manager and Human Resources division, working together with the employee and department at issue, and if necessary, the City Attorney. Other Officials should not get involved in personnel matters, whether to encourage or discourage a particular outcome, or to help investigate a concern. Officials' inappropriate involvement tends to increase litigation against the City, so it should be avoided. All concerns should be directed to the City Manager, who has the responsibility to investigate and make final decisions in accordance with California law and the City's rules.

Commented [KB16]: Some of this is addressed in privacy laws; some relates to the Council/Manager form of government which makes CM the appointing authority from subordinate employees.

e. Never publicly criticize an individual employee.
Officials should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's manager. Concerns about staff performance should only be made to the City Manager through private correspondence or conversation. Such concerns can then be addressed in accordance with the City's personnel rules.

f. Do not retaliate or threaten to retaliate against employees as a result of disagreements over policy recommendations.
It is critical to the success of the City that its employees enjoy a workplace free of the fear of retaliation. The City takes great pride in its creativity and its receptivity to new and different ideas; creativity is fostered by an open and nonjudgmental atmosphere where candor is not penalized. City employees are hired to offer their professional judgments and opinions. Elected and Appointed officials are certainly free to disagree with those judgments; indeed, those Officials ultimately may have the final word. But those disagreements must not extend to threats or generate fear of reprisal. Elected and Appointed officials enjoy substantial authority within City Hall; this authority must not be exercised in a manner that intimidates staff and degrades morale with resulting damage to the fabric of the organization.

Commented [KB17]: Employees may not be retaliated for raising in good faith potential violations of laws and safety regulations. Strictly speaking there is no law against criticizing an employee to the CM regarding the perceived support for or propriety of an opinion or the manner in which employees present themselves (hostile, condescending, etc.). Intimidating staff, however, could definitely lead to hostile environment claims or other claims of discrimination.

g. No disciplinary action or retaliation shall be taken against any employee for reporting in good faith a perceived issue, problem, concern or violation. Additionally, no reprisal shall be taken against any officer or employee who participates as a witness during the course of an investigation.

h. Do not get involved in administrative functions.
Officials acting in their individual capacity should not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

Commented [KB18]: Prohibited by state and federal law.

i. Do not solicit political support from staff.
Elected and Appointed officials should not solicit any type of political support

(financial contributions, display of posters or lawn signs, name on support list, other campaign-related assistance, etc.) from City staff while they are working. City staff have the constitutional right to support political candidates of their own choosing, but all such activities must be done on the employee's own time, away from the workplace, and not in uniform.

Commented [KB19]: Part of this is covered by state statute. Many people do not understand the limits of what they can do.

j. No Attorney-Client Relationship
The City Attorney represents the city and not any individual Elected or Appointed official.

3. Officials' Conduct with the Public

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individuals in Covered Positions toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

a. Be welcoming to speakers and treat them with respect.
While questions of clarification may be asked, the Official's primary role during public testimony is to listen. Officials should seek to demonstrate active listening and interest in each speaker's presentation, and to avoid any negative body language. This includes refraining from use of personal electronic devices during meetings to engage in work, or to communicate with members of the public or other decision making officials about an item on the agenda.

b. Be fair and equitable in allocating public hearing time to individual speakers.
The Mayor or Chairperson will follow the pre-established time allocation for each speaker and seek to apply them equally to every speaker in a fair and impartial manner. If there is a need to shorten the allotted time for speakers, the chair should announce those limits prior to the start of the agenda item whenever possible. Each speaker may only speak once during any particular agenda item unless the Mayor or Chairperson requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Mayor or Chairperson reopens the public hearing for a limited and specific purpose.

c. No official or employee shall encourage, make or accept any ex parte or other unilateral application or communication that excludes the interests of other parties in a matter under consideration when such application or communication is designed to influence the official decision or conduct of the official or other officials, employees or agencies in order to obtain a more favored treatment or special consideration to advance the personal or private interests of him/herself or others. The purpose of this provision is to guarantee that all interested parties to any matter shall have equal opportunity to express and represent their interests. Any written ex parte communication received by an official or employee in matters where all interested parties should have an equal opportunity for a hearing shall be made a part of the record by the recipient. Any oral ex parte communication received under such conditions should be written down in substance by the recipient and also be made a part of the record.

d. Maintain an open mind.
Members of the public deserve an opportunity to influence the thinking of Officials.

e. Ask for clarification, but avoid debate and argument with the public.
Officials should not interrupt a speaker during a presentation. However, an Elected or Appointed official can respectfully ask the Mayor or Chairperson for a point of order if a speaker is off the topic, or to ask a question of the speaker.

f. Be accessible to the public between noticed City meetings to assist them and connect them with staff who can respond to their questions and concerns.

4. Council Conduct with Other Commission or committee members

The City Council has established certain commissions and committees as a means to assist the Council in making decisions, and in gathering more community input. Citizens who serve as members of the City's various commissions and committees, become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

a. If attending a Commission, Committee, or Board meeting, be careful to only express personal opinions.
Council Members may attend any commission, committee, or board meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation could be viewed as unfairly affecting the process.

b. Limit contact with commission and committee members to questions of clarification.
It is acceptable for Council Members to contact commission or committee members. However, it would be inappropriate to lobby one of these members on behalf of an individual, business, or developer, and vice versa.

c. Be respectful of diverse opinions.
A primary role of commission and committee members is to represent the many points of view in the community, and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individual members, but they should be fair and respectful of every citizen who chooses to serve as a member of one of the City's commissions or committees.

d. Keep political support away from public fora.
Commission and committee members have the right to offer their political support to a Council Member in their private capacity, but not while conducting official City duties. Likewise, Council Members may support any commission, committee, or board member who may be running for office, but such support should not be expressed during the course of any City funded meeting.

C. IMPLEMENTATION

1. The Costa Mesa Code of Conduct expresses standards of ethical conduct expected for the Mayor, Costa Mesa City Council, members of commissions, committees, boards, and all Covered Positions. In addition, all Officials and designated employees shall be required to take all training mandated by law, including AB 1234 training and AB 1661 training.

2. The provisions of this Code of Conduct express standards of ethical conduct expected for City officials and employees. As an expression of such standards, the provisions of this Code are intended to be self-enforcing for the most part. City officials and employees themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. It will be most effective when City officials and employees are thoroughly familiar with the expressed standards and embrace them.

3. Following its adoption, the City Clerk shall provide all current Officials in Covered Positions with a copy of the newly adopted Code of Conduct and all current Officials will be asked to sign a statement acknowledging they have read and understand the Code of Conduct. The City Clerk shall provide a copy of the Code of Conduct to candidates for Mayor, City Council, and applicants to Commissions, Committee, and Boards. The City Clerk shall provide a copy of the Code of Conduct to all Elected and Appointed Officials upon entering office and all individuals in Covered Positions will be asked to sign a statement (example below) acknowledging they have read and understand the Code of Conduct.

Example:

I affirm that I have read and understand the City of Costa Mesa Code of Conduct for Elected and Appointed Officials, and covered City Employees.

Name: ..... Position: .....
Signature: _____ Date: _____

D. COMPLIANCE AND ENFORCEMENT

Officials themselves have the primary responsibility to ensure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of commissions, committees and boards and the Mayor have the additional responsibility to intervene when Elected and Appointed officials' actions appear to be in violation of the Code of Conduct or when these actions are brought to their attention.

1. A violation of the provisions of this Code of Conduct shall not be considered and shall not constitute a basis for challenging the validity of any decision by the City Council or any other body or agency of the City.
2. All suspected violations of this Code that also pertain to provisions of the Political Reform Act (California Government Code section 81000, et seq.) should be reported to the Fair Political Practices Commission of the State of California.

3. All suspected violations of this Code that may independently constitute criminal offenses, including those outside of the purview of the Fair Political Practices Commission, should be reported to the Office of the Orange County District Attorney.

4. Except as otherwise expressly provided by State law, the following shall constitute the exclusive means and procedures of enforcing the provisions of this Code:
   a. Alleged violations committed by the Mayor, a member of the City Council or a member of a City commission should be reported in writing to the City Attorney. Upon receipt of the report, the City Attorney shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation and endeavoring to avoid future violations in the event one has occurred.

   b. Alleged violations committed by an individual in a Covered Position other than the City Council, Commission members or the City Manager should be reported in writing to the City Manager or his/her designee. Upon receipt of the report, the City Manager, or his/her designee, shall commence an investigation to determine whether the alleged violation is substantiated. The City Manager, or his/her designee, shall discuss the matter with the person who is the subject of the allegation, advising such person of the alleged violation. In the event the City Manager, or his/her designee, determines that a violation has occurred, the City Manager may take appropriate action in accordance with applicable City rules, regulations, and procedures related to employment and/or discipline.

   c. In the event that the City Attorney or City Manager (or his or her designee) determines that a violation of this division has occurred, appropriate documentation should be prepared to memorialize the determination.

5. The City Council may impose sanctions on members of commissions and committees whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. In addition, the City Council may also act to remove members of commissions, committees and boards from office or position who violate the provisions of this Code, in accordance with the requirements contained in the Costa Mesa Municipal Code.

6. The City Council may impose sanctions on Elected officials whose conduct does not comply with the City's Code of Conduct such as reprimand or formal censure. Serious violations could lead to additional sanctions as deemed appropriate by the City Council. The definition of a "serious violation" is not set forth by law, but in determining the type of sanction to be considered or imposed, the following factors may be considered:

   a. Nature of the violation *(conflict of interest, financial disclosures, actions of harassment, abusive conduct, open process of Government, Brown Act, City ordinances and policies, failure to disclose campaign contributions when voting on an item to award an agreement/contract,* etc.)
   b. Prior violations by the same individual
   c. Other factors which bear upon the seriousness of the violation *(failure to comply with the laws of the United States of America, State of California, and the City of Costa Mesa in the performance of their public duties,* etc.)

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-217 **Meeting Date:** 4/7/2026

TITLE:

ACTIVE TRANSPORTATION COMMITTEE ANNUAL REPORT

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/ TRANSPORTATION SERVICES DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **BRETT ATENCIO THOMAS, ACTIVE TRANSPORTATION COORDINATOR, (714) 754-5275**

RECOMMENDATION:

Staff recommends the City Council receive and file the 2025 Active Transportation Committee Annual Report.

BACKGROUND:

In January 2015, the City Council established the Active Transportation Committee (ATC) to continually evaluate the status of the City's bikeway & pedestrian access while also promoting biking and walkability throughout the City. The composition of the committee is nine (9) members appointed by the City Council to serve two (2) year terms.

Since its formation, the ATC has played a pivotal role in the development of bicycle and pedestrian infrastructure in the City, along with the execution of the City's 2018 ATC and 2024 Pedestrian Master Plan.

ANALYSIS:

Throughout 2025, the Committee actively engaged in various activities, including the development of Committee Goals and Objectives, assistance in community events, and providing feedback on projects that enhance mobility within the City.

During the last year, the ATC has received presentations from City staff related to the following projects and has supported various accomplishments shown in Attachment 1 that improve mobility and safety for people walking and bicycling:

1. Safe Routes to School Action Plan
2. Placentia Avenue/Center Street Circulation and Mobility Improvements Project
3. Fairview Road (Fair Drive to Adams Avenue) Design Concept
4. Let's Go Costa Mesa On-Demand Transit Update
5. Newport Boulevard/Fair Drive Intersection Improvements

The ATC recognizes the completion of the Adams Avenue and Pinecreek Drive intersection improvement project, which received awards from the following organizations:

1. American Society of Civil Engineers (ASCE) Orange County Chapter
2. American Society of Civil Engineers (ASCE) Los Angeles Section
3. Association of California Cities Orange County Chapter

The ATC is pleased to see the culture of cycling occur within the City through community-led events and recognition by the National League of American Bicyclists where the City was awarded the Bronze level Bicycle Friendly Community. Community efforts to continue the culture of cycling within the City are demonstrated by the following activities:

1. ATC staff participated in community events such as Earth Day, SoCalCross Cyclocross race, City-led Bicycle Safety Rodeos, and the November World Day of Remembrance Bicycle Ride.
2. Creation of the College Park Elementary School Bike Bus in Fall 2025 by parents and youth.
3. Lillordag community bike rides that occur weekly on Wednesday nights originating at Lions Park.
4. Bicycle stores and businesses that host bike rides such as the “Inconvenience Store” rides.

Committee Goals and Objectives for 2026:

In October 2025, the ATC developed the following goals and objectives to guide future activities by the Committee over the next year:

1. Provide active transportation education and advocacy to stakeholders (Caltrans, OCTA, NMUSD), City, County, etc.). This will need identification of specific targets and a list or matrix of activities to be conducted.
2. Develop a process for tracking progress of and updating the Active Transportation Plan within the Circulation Element. The outcome would be a list of activities, list of deliverables (e.g., recommendations to City Council) and a complementary schedule.
3. Work with staff to develop a frequency and content of reporting on pedestrian, cyclist and vehicle involved collisions (e.g., raw numbers) that will be included in the Annual Report to Council.

The ATC met in March and identified the following challenges to improving safety for people walking and cycling:

1. Increased use of Multi-modal Transportation - placed a higher demand for more active transportation infrastructure, enforcement, staff and public awareness of municipal code.
2. Pace of Progress - increased efforts are needed to achieve the ATP goals of 10% bicycling and 20% walking mode split within the existing budget constraints.
3. Project Management - existing transportation staff are assigned to various duties and additional project management staff could help reduce the backlog of projects.
4. Vehicles & Road Hazards - excessive speeding, distracted driving, and driving under the influence remain hazards that create risk for people walking and bicycling.

The ATC will continue to pursue the outlined goals and objectives for 2026 and work with City Council, staff and community partners to address the identified challenges.

ALTERNATIVES:

This item is administrative in nature.

FISCAL REVIEW:

Funding for Active Transportation Committee activities is currently supported in the Public Works Transportation Services Division and has no fiscal impact on the FY 2025-26 budget.

LEGAL REVIEW:

There is no legal review required for this report.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life.
- Maintain and enhance the City's facilities, equipment, and technology.
- Advance environmental sustainability and climate resiliency.

CONCLUSION:

Staff recommends the City Council receive and file the Active Transportation Committee Annual Report.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

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PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **BRETT ATENCIO THOMAS, ACTIVE TRANSPORTATION COORDINATOR, (714) 754-5275**

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LEGAL REVIEW:

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This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life.
- Maintain and enhance the City's facilities, equipment, and technology.
- Advance environmental sustainability and climate resiliency.

CONCLUSION:

Staff recommends the City Council receive and file the Active Transportation Committee Annual Report.

Attachment 1

COSTA MESA ACTIVE TRANSPORTATION COMMITTEE

ANNUAL REPORT

City Council Meeting

MARCH 17, 2026







2025 Committee Composition and Meeting Attendees

Members

Andrew Barnes (Chair)
Michael Moses Nolf (Vice Chair)
Tiia Alcazar
Alex Campoli
Farhad Khosravi
Florence Martin
Robert Morse
Joselyn Perez
Trace Yulie

Liaisons

Arlis Reynolds
Andrea Marr
Sarah Coley

City Staff

Raja Sethuraman
Paul Martin
Brett Atencio Thomas
Ramin Nikoui
Elizabeth Palacio

ACTIVE TRANSPORTATION VISION

City Council Goals/Objectives

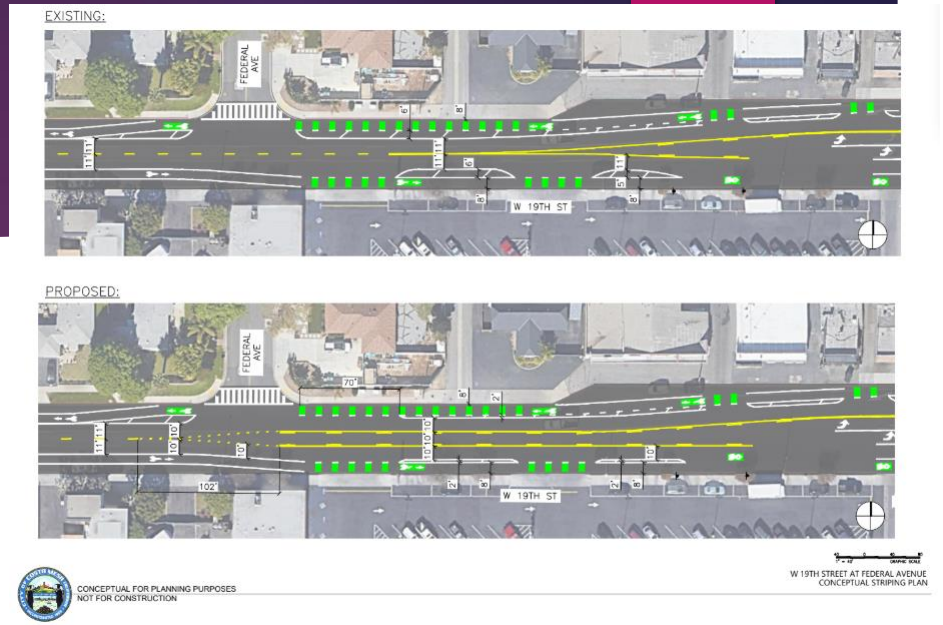
- Advance environmental sustainability and climate resiliency
- Strengthen the public's safety and improve the quality of life
  - Implement a Safe Routes to School Program
  - Approve a plan to mitigate collisions and injuries on roadways

Goals of the Active Transportation Plan (ATP)

- Promote a user-friendly and welcoming Active Transportation System in Costa Mesa
- Create a safer place to walk and ride a bicycle
- Integrate Active Transportation Elements into the circulation systems and land use planning
- Promote an Active Transportation culture
- Promote the positive air quality, health, and economic benefits of Active Transportation
- Monitor, evaluate, and pursue funding for implementation of the Active Transportation Plan

Committee Meetings

- Met ten times in 2025
- Forum for public comments
- Presented community voices/issues to staff
- Advocated for City to apply pressure to Caltrans for safety improvements
- Provided letters of support for grant applications
- Active Transportation design review
- Advocated for road safety improvements



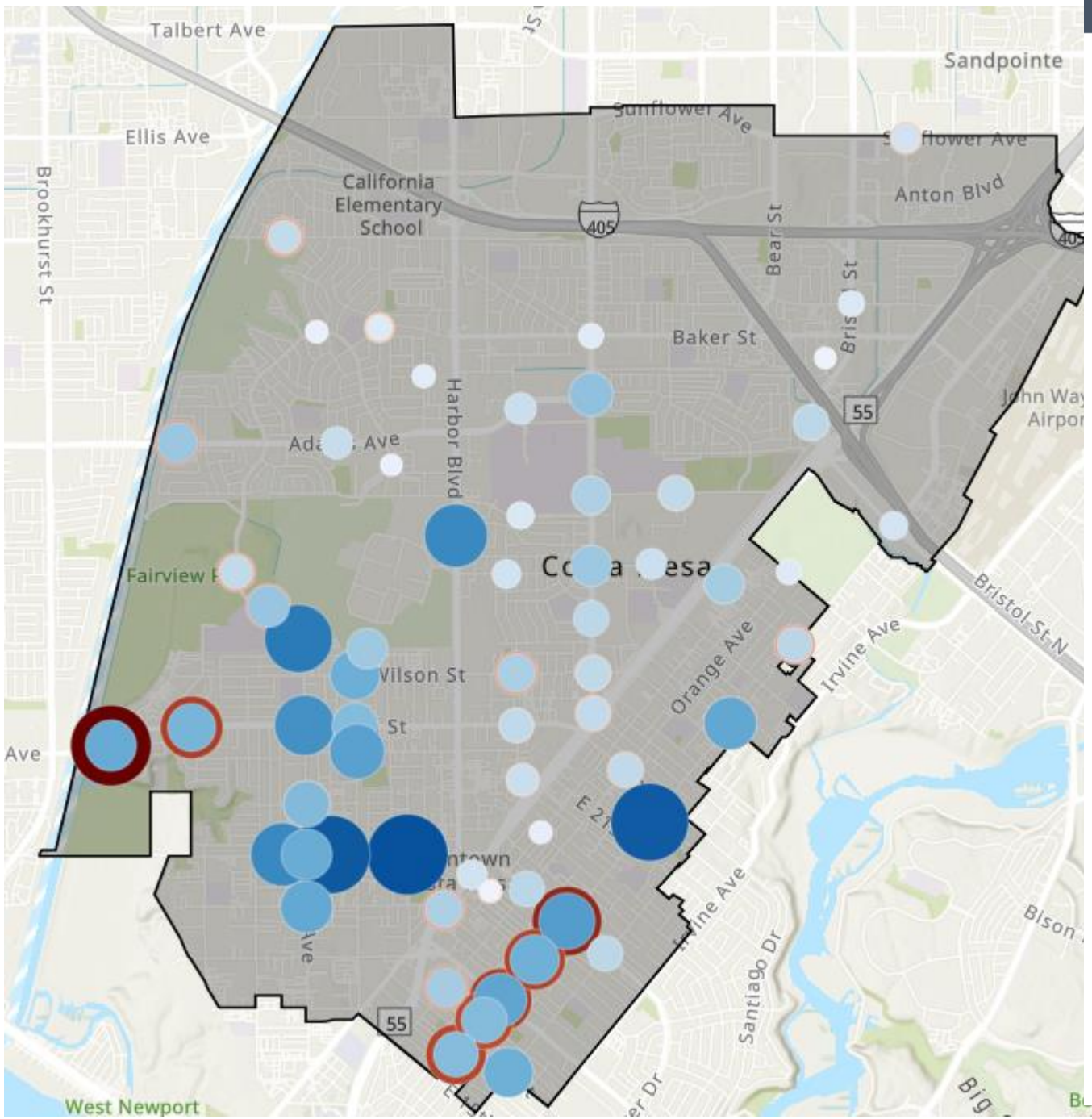


ATC Identified 2025/26 Near-Term Goals

1. **Provide active transportation education and advocacy to stakeholders** (e.g., Caltrans, OCTA, NMUSD, City, County). This requires identification of specific targets and a list or matrix of activities to be conducted.
2. Develop a process for tracking progress of and **updating the Active Transportation Plan** within the Circulation Element. The outcome would be a list of activities, list of deliverables (e.g., recommendations to City Council) and an associated schedule.
3. Work with staff to develop a frequency and content of **reporting on pedestrian, cyclist and vehicle involved collisions** that will be included in the Annual Report to Council.

Bicycle Count Data

OCTA 2025



Legend

Weekday Volume Data

Weekday Wheeled Device Count

> 491
379
266
154
< 41

Weekday Wheeled Device Count

> 491
400
250
150
< 41

Saturday Volume Data

Saturday Wheeled Device Count

> 524
402
281
159
< 38

Saturday Wheeled Device Count

> 524
400
300
150

Bicycle and Pedestrian Fatality/Injury Maps

2023 | 2024 | 2025*

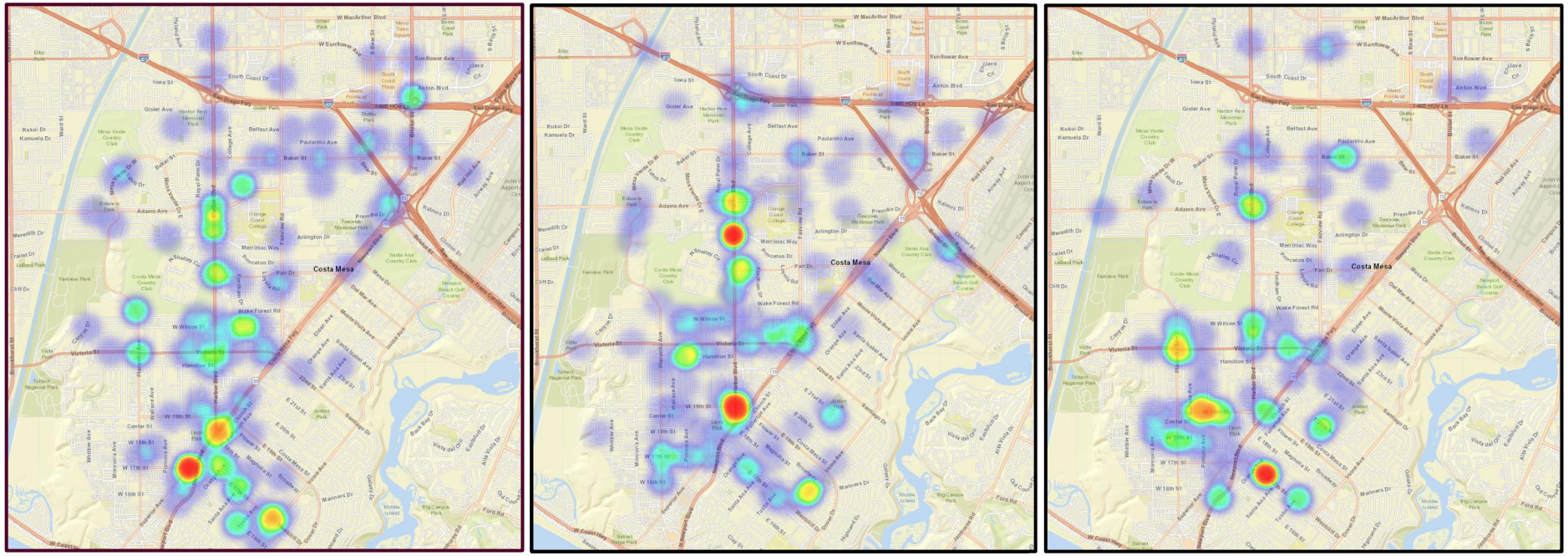
*Through 9/30/25

Pedestrian and Bicyclist Crash Results 2023-2025

Total Crashes: 456
Total Deaths: 8

Collisions Involving Bicycle(s)

2023 – 133
2024 – 151
2025 – 112*



Map Source: Berkeley TIMS; Data Source: CMPD

People, Not Statistics – Newport Blvd. Fatalities

Michael McLaughlin (Newport & E. 19th) 2009
Pedestrian
David Michael Hird (Newport & Rochester) 2013
Pedestrian
Michelle Lee Lounsbury (Newport & Bay) 2013
Bicyclist
Sudi Nsengiyumva (Newport & E. 18th) 2015
Pedestrian
Misael Espinoza (Newport & W. 19th) 2015
Pedestrian
Alexandria Faith Hill (Newport & Rochester) 2016
Pedestrian
Jorge Luis Alcazar-Arellano (Newport & Ford) 2016
Pedestrian
Patrick Charles Ogara (Newport & E. 17th) 2016
Pedestrian
David Stryder Franklin (Newport & E. 17th) 2018
Pedestrian
Jose Armando Racancoj (Newport & E. 17th) 2021
Pedestrian
Richard Harold Smith (Newport & Industrial) 2022
Pedestrian
David Jason Franz (Newport & E. 17th) 2022
Pedestrian
Hani Banil Atalla (Newport & Broadway) 2023
Pedestrian
Sharen Fay Scott (Newport & Harbor) 2024
Pedestrian
Victor Anthony Coronado (Newport & E. 19th) 2024
Pedestrian
Jose Rosario Rojasmoreno (Newport & Broadway)
2024 Pedestrian



2025 Active Transportation Improvements

Streets Improvements | Intersection Improvements | City Boundary

Neighborhood Safety Improvements

- Del Mar Avenue
- Washington Avenue/Gisler Avenue All-Way Stop Sign
- Wallace Avenue/18th Street
- Westminster Avenue/16th Street
- West 19th Street
- Hamilton Street
- College Avenue/Watson Avenue





Road/Intersection Mobility and Safety Improvements

- Adams/Pinecreek
- Fairview Road S. of Fair Dr
- Pedestrian Safety Daylighting (Various Locations)
- Jordan Park Crosswalk & Rectangular Rapid Flashing Beacon (RRFB)
- Placentia Avenue Cycle Track Gap Closure
- Mendoza Drive Bike Lane



Project Recognition

Adams Avenue/Pinecreek Drive Intersection Improvement Project

- American Society of Civil Engineers (ASCE) OC Chapter 2025 Award for **Outstanding Bikeway and Trails Project**
- American Society of Civil Engineers (ASCE) Los Angeles Section 2 Award for **Outstanding Bikeway and Trails Project**
- Association of California Cities – Orange County 2025 Award for **Transportation Innovation and Mobility Solutions**



COMMUNITY ACTIVITIES







Walk and Bike to School Day (3,200 participants)
Earth Day
Bike and E-bike Safety Events
World Day of Remembrance



COMMUNITY ACTIVITIES

- Earth Day
- TEAM SoCalCross Cyclocross Race
- Bike and E-Bike Safety Training
- World Day of Remembrance

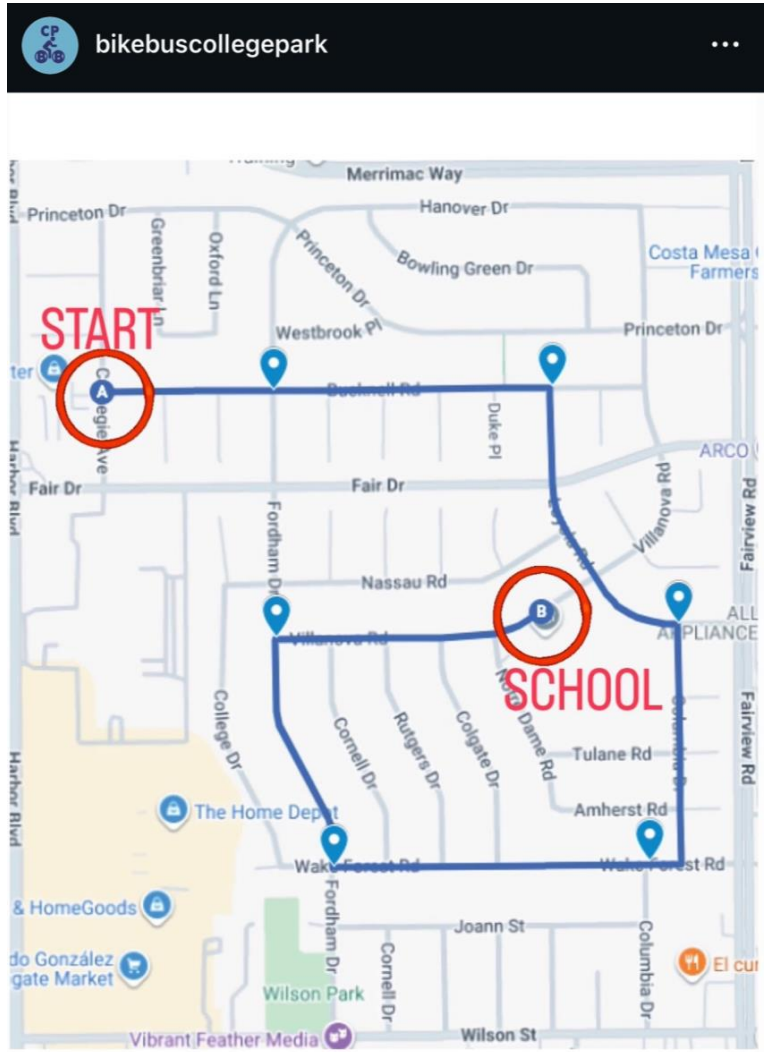






COMMUNITY INITIATIVE

- College Park Bike Bus
- Lillordag community weekly bike rides
- Bike store rides





Understanding the E-Issue

- E-Bikes
  - max assist speed 28 mph
  - Under 16, max speed 20 mph
  - Under 18, helmet mandatory
- E-Motorcycles and the rest
  - Max speed >28 mph
  - Must meet CVC for street-legal vehicles
    - License plate, VIN, headlights, turn indicators, etc.
  - Requires Class C license to operate
- CVC regulates safe operation of bicycles, e-bikes, and e-motorcycles

COMMITTEE RECOMMENDATIONS

CIP

- Receive ATC's list of recommended projects for next year's budget
- Align grant applications process with CIP priorities
- Collect safety data before and after CIP implementation

Safety

- Safe Routes to School: Work with Staff, Consultant, NMUSD and community
- Increase implementation of red curb painting consistent with CA Daylighting law AB413
- Support CMPD enforcement of the CVC as related to illegal e-motorcycles, and the safe operation of e-bikes

Education

- Promote Active Transportation related actions and projects on City website and social media channels frequently during May - National Bike Month
- Present to the Chamber of Commerce the well-documented economic benefits of bicycle ridership to local business

Other

- Adopt a bike parking ordinance that meets APBP standards
- Implement no turn on red light rule at recommended intersections
- Council work through legislative channels to help Caltrans improve safety along 55/ Newport Blvd corridor
- Update the Active Transportation Plan

CHALLENGES

INCREASED USE OF MULTI-MODAL TRANSPORTATION

Places a higher demand for more Active Transportation infrastructure (including permanent separation), police, staff and public awareness of new municipal code.

PACE OF PROGRESS

Mode shift to biking and walking is good but need to make more progress to meet ATP goals of 10% bicycle and 20% walking.

Budget constraints.

PROJECT MANAGEMENT

Existing staff split their time with other job responsibilities.

Backlog of Capital Improvements would benefit from additional PM resources.

VEHICLES & ROAD HAZARDS

Excessive speed, DUI and distracted driving.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-208 **Meeting Date:** 4/7/2026

TITLE:

PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS FOR THE FAIRVIEW PARK WEST BLUFF RESTORATION PROJECT

DEPARTMENT: **PARKS AND COMMUNITY SERVICES**

PRESENTED BY: **BRIAN GRUNER. PARKS AND COMMUNITY SERVICES DIRECTOR**

CONTACT INFORMATION: **KELLY DALTON, FAIRVIEW PARK ADMINISTRATOR (714) 754-5135**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement to PSOMAS to provide engineering design, environmental planning, cultural resource management, and related professional services for the Fairview Park West Bluff Restoration Project in an amount not to exceed $533,189 for a term of two (2) years from March 17, 2026, to March 16, 2028 with three (3) additional one-year renewal options.

2. Authorize a ten percent (10%) contingency in the amount of $53,319 for unforeseen costs.

3. Authorize the City Manager and the City Clerk to execute the Professional Services Agreement (Attachment 1) and future amendments to the agreement within City Council authorized limits.

BACKGROUND:

Fairview Park is the City's largest park, spanning over 200 acres of open space that forms an integral component of the lower Santa Ana River ecological corridor. Within Fairview Park's 208 acres, the site includes sacred tribal ancestral lands, a Nationally Registered Cultural Resource Historic Site, and several distinct habitat communities that provide critical habitat for an array of sensitive, rare, and endangered plant and animal species. The park provides passive and unique recreational opportunities while serving as a critical open space resource within the City. Due to the presence of protected habitats, sensitive cultural resources, and special-status wildlife species, projects within Fairview Park require careful planning, interdisciplinary coordination, and compliance with applicable local, state and federal environmental protection regulations.

The Fairview Park Master Plan (2008) is currently in the process of being updated, with an anticipated final adoption in summer 2026. The Fairview Park Master Plan establishes long-term

goals for protecting, preserving, and enhancing the park's natural and cultural resources while allowing for compatible public access and recreation.

As part of these long-term objectives, the City has identified the Fairview Park West Bluff as a priority area, requiring stabilization and ecological restoration. The west bluffs of Fairview Park have been the subject of study since the 1990s due to slope stability and slope erosion concerns, which pose long-term risks to park resources, trails, and public safety if left unaddressed.

In 2023, the City was awarded $2 million dollars from then State Senator David Min to address the Fairview Park West Bluff erosion problem. In 2024, the Parks and Community Services Department and the Public Works Department jointly hired a geotechnical firm to complete a preliminary geotechnical report to characterize the west bluff soils and assess potential alternatives to address erosion issues and slope failures. After a review of the analysis, the City issued a design/planning RFP in mid-2025 and completed the consultant evaluation process in late 2025.

The Fairview Park West Bluff Restoration Project is intended to address the slope erosion concerns through a comprehensive planning and design effort that integrates geotechnical stability improvements with habitat restoration and resource protection elements. The design project will emphasize solutions that minimize disturbance, restore native plant communities, protect sensitive cultural resources, and maintain the park's natural character, consistent with the Fairview Park Master Plan and the City's environmental stewardship goals.

Project Description

The Fairview Park West Bluff Restoration Project focuses on the evaluation, design, planning, and permitting of stabilization and restoration measures for erosional features along the park's western bluffs. The project is a planning and design effort that will culminate in the preparation of construction -ready plans, specifications, and cost estimates for future implementation. The City is seeking professional services that include, but are not limited to:

- Project coordination and management
- Review of existing studies, plans, and technical data
- Geotechnical and engineering site design evaluations
- Engineering design for slope stabilization and erosion control
- Habitat restoration and revegetation design
- Environmental planning and California Environmental Quality Act (CEQA) documentation
- Resource agency coordination and environmental permitting support
- Cultural Resource Management Plan preparation
- Preparation of construction quantities, cost estimates, and bid documents
- Public outreach and stakeholder coordination
- Bidding and construction support services

The integrated approach to this project is intended to improve long-term slope stability, reduce erosion risks, enhance native habitat, and protect sensitive biological and cultural resources, while maintaining public use and trail access for park visitors.

ANALYSIS:

On June 5, 2025, a Request for Proposal (RFP No. 25-23) for professional engineering and environmental planning services was released for the Fairview Park Bluff Restoration Project. In response to the City's RFP, the City received three (3) proposals from the following firms:

- Dudek
- PSOMAS
- S2SERM

Proposals were reviewed and scored by an interdisciplinary panel of subject matter experts with expertise in environmental planning, civil design, and public works professional services. Proposals were reviewed for compliance and responsiveness to the City's Request for Proposals, qualifications of key personnel, method of approach, qualifications and experience of the firm, cost, and references.

Following the initial screening and review of proposals, each of the three consultants were invited to participate in an oral interview to assist in the evaluation process. Based on the composite scores from the evaluation panel, PSOMAS was determined to be the highest rated and most qualified proposer (Table 1).

Table 1: RFP Results

Proposer	Total Score	Rank
PSOMAS	2687.5	1st
Dudek	2238.55	2nd
S2SERM	2152.1	3rd

Consultant Qualifications

During the evaluation, PSOMAS presented their firm as possessing a thorough understanding of the project and demonstrated extensive experience and technical ability to perform the outlined scope of work in the RFP. PSOMAS has supported several public agencies in Southern California with engineering design, ecological restoration, and related environmental planning support for over three decades. Throughout the evaluation process, PSOMAS also emphasized its team's strengths in coordinating on similar interdisciplinary and multi-benefit projects, which is of particular value for this project, given the site's unique planning variables and multi-benefit objectives. In addition, PSOMAS demonstrated comparative strength in its public outreach approach, and emphasized the firm's careful consideration of stakeholder concerns prior to advancing the project design. This intentional and meaningful community engagement effort will be essential to building and maintaining community support for the Fairview Park West Bluff Restoration project and will ensure the project

team addresses key community concerns early.

PSOMAS' proposed approach emphasizes the integration of safety, efficiency, and sensitivity to onsite resources and community feedback in developing the project design. The firm's ability to integrate multi-disciplinary data, develop long-term preservation strategies, and minimize impacts to existing resources will be critical for the successful design of the project. PSOMAS also demonstrated a strong understanding of the site's environmental complexity, and the importance of balancing geotechnical stabilization with habitat restoration and cultural resource protection. This comprehensive and collaborative design philosophy aligns closely with the City's goals for long-term stewardship and conservation of Fairview Park's natural resources.

The evaluation panel determined that PSOMAS' technical proposal and interview responses distinguished the firm through the strength of its multidisciplinary team, its relevant experience with complex habitat restoration and slope stabilization projects, and its clearly articulated project approach. In particular, PSOMAS emphasized that the final design solution would not be predetermined but instead developed through detailed evaluation of the specific conditions associated with each erosion feature along the west bluff. This adaptive methodology recognizes the unique geotechnical, biological, and cultural resource conditions present at the site and emphasizes tailoring stabilization and restoration strategies accordingly, while also incorporating input from the local community and cultural resource stakeholders. Dudek and S2SERM also submitted qualified proposals demonstrating relevant experience and technical capabilities, however their responses presented more predefined design approaches with less emphasis on an adaptive methodology tailored to site-specific conditions and stakeholder considerations identified for the project. Based on the evaluation criteria established in the RFP, including firm qualifications, team expertise, and project approach, the evaluation panel determined that PSOMAS' proposal represented the highest ranked and most responsive proposal for the project.

Project Funding

In 2023, the City was awarded a significant park and open space investment through state budget allocations from then-Senator Dave Min (current Congressman). As part of the 2022-23 California State Budget, a total of $10M was awarded to the City of Costa Mesa to support park improvements, habitat restoration, and open-space enhancements, including $2.0M allocated towards this project in Fairview Park. This historic grant provides the funding source to support the planning and design phase of the Fairview Park West Bluff Restoration project, as well as the future construction and implementation phase. After the design amount of $0.59 million is spent, the remaining $1.4 million project balance will be used to fund the construction phase once the design and planning phase is completed by PSOMAS.

The Fairview Park Bluffs Restoration Project was postponed due to the prioritization of several projects, such as the draft Fairview Park Master Plan, the new Mesa Restoration Project, and ongoing restoration efforts. These projects are well underway, and staff is now able to proceed with the Bluffs Restoration Project and is recommending the award of contract to PSOMAS.

ALTERNATIVES:

Staff does not recommend any alternatives at this time.

FISCAL REVIEW:

Funding for this agreement inclusive of a ten percent (10%) contingency for a total amount of $586,508 is available from the City's State Grants Fund (231) and was funded by a $2 million grant from the Office of former Senator Dave Min (current U.S. Representative) through the California State Parks Department. The current available project balance is approximately $1.96 million.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the agreement and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement to PSOMAS to provide engineering design, environmental planning, cultural resource management, and related professional services for the Fairview Park West Bluff Restoration Project in an amount not to exceed $533,189 for a term of two (2) years from March 17, 2026, to March 16, 2028 with three (3) additional one-year renewal options.
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77 Fair Drive
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CITY OF COSTA MESA

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CONCLUSION:

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CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH PSOMAS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of March 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PSOMAS, a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide professional engineering design, ecological restoration design, and environmental planning services for the Fairview Park West Bluff Restoration Project, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals (RFP 25-23), attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including reasonable attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City, unless required to produce pursuant to legal process. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Five Hundred Thirty-Three Thousand One Hundred Eighty-Nine

Dollars ($533,189.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to

the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months, ending on March 16, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three [3] additional one [1]-year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or

self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Psomas 865 Figueroa Street, Suite 3200 Los Angeles, CA 90017	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626

Tel: (626) 808-5427
Attn: Richard Lewis III

Tel: (714) 754-5135
Attn: Kelly Dalton
Project Manager

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent caused by the negligent, reckless or intentionally wrongful performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense reimbursement obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon negligence, recklessness,

or willful misconduct in the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. Consultant will reimburse City for any expenditure, including reasonable attorney's fees, incurred by City in defending against claims or liabilities to the extent ultimately determined to be caused by the negligence, recklessness or willful misconduct of Consultant. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq*.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's negligence occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the reasonable satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

_____ Date: _____
Signature

_____
[Name and Title]

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Kelly Dalton
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Brian Gruner
Parks and Community Services Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Carol Molina
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL

FOR

FAIRVIEW PARK WEST BLUFF RESTORATION

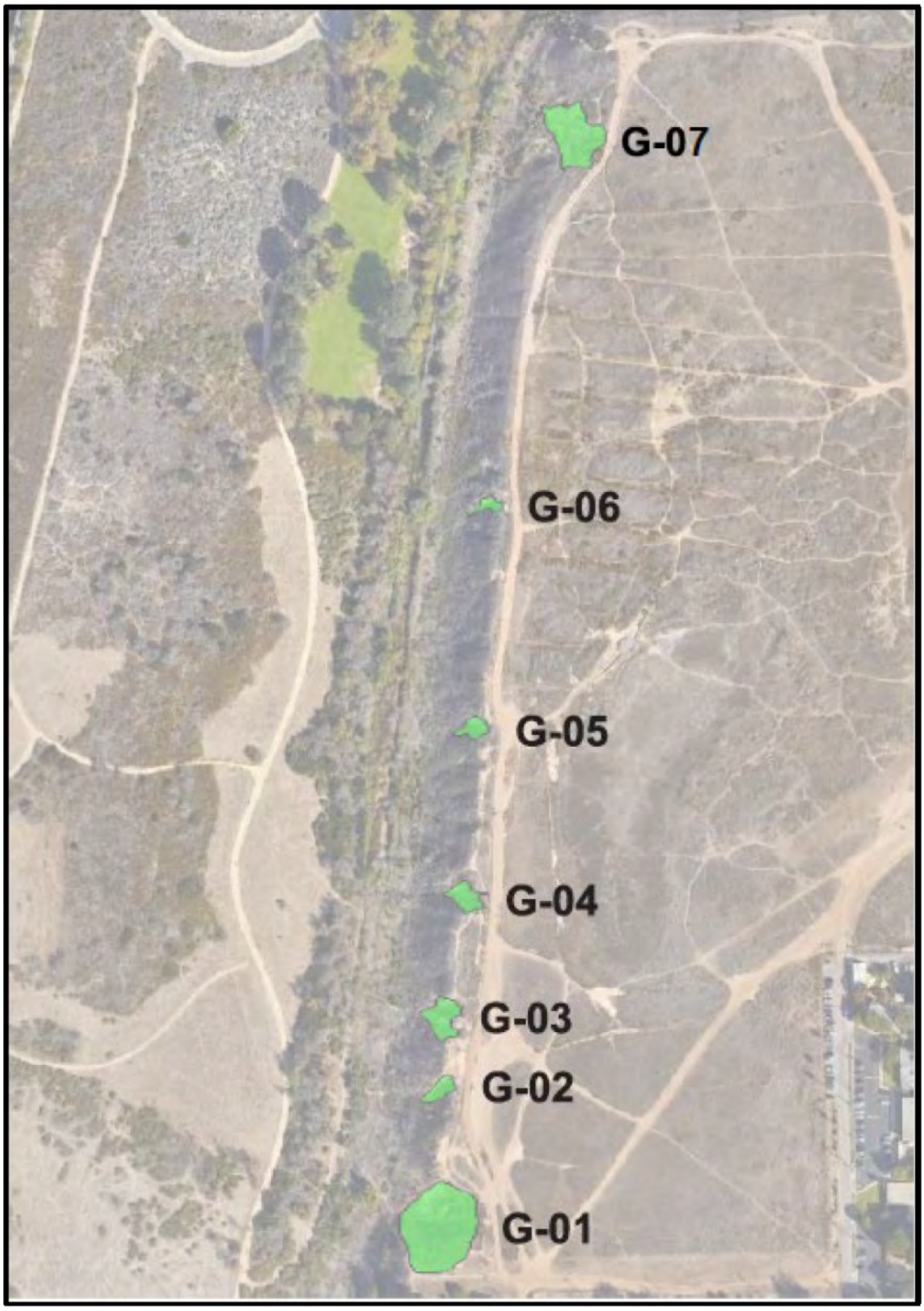
RFP NO. 25-23

PARKS AND COMMUNITY SERVICES DEPARTMENT

CITY OF COSTA MESA

Released on

June 5, 2025



Fairview Park Bluff Restoration Project Site
Fairview Park, City of Costa Mesa

REQUEST FOR PROPOSAL
FOR
FAIRVIEW PARK WEST BLUFF RESTORATION

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants to provide professional engineering design, ecological restoration design, and environmental planning services for the Fairview Park West Bluff Restoration project. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to have a duration of 2 years with 3 one-year extension options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $189.9 million and a total budget of $240.10 million for fiscal year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. Please visit the City's website for supplemental information on Fairview Park: https://www.costamesaca.gov/community/fairview-park. Please see Costa Mesa Municipal Code, Title 12, Ch. 12-V section 12-89 for further information on Ballot Measure AA. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any**

questions or clarifications concerning this Request for Proposal (RFP). Any City response relevant to this RFP other than through or approved by Cit's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed all addenda to this solicitation. The city will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	**June 5, 2025**
Mandatory Job Walk	**June 17, 2025, 9:00 a.m.**
Deadline for Written Questions	**June 19, 2025, 5:00 p.m.**
Responses to Questions Posted	**June 28, 2025, 5:00 p.m**
Proposals are Due	**July 8, 2025, by 10:00 a.m.**
Interviews (if held)	**July 29-31 2025**
Approval of Contract	**October 2025 (tentatively)**

**All dates are subject to change at the discretion of the City.

Mandatory Job Walk: A mandatory job walk will be held at 9:00 am on June 17, 2025 at Fairview Park. The job walk will be held to allow for questions and clarification regarding the City's RFP process, scope of services, and subsequent contract award. The job walk will include an overview of the Fairview Park project site and the west bluff restoration design project. The mandatory job walk will begin at the onsite picnic shelter, found at the end of the Fairview Park main parking lot, 2525 Placentia Ave, Costa Mesa CA 92626 (image attached).

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A – Scope of Services**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

a. The consultant must provide a minimum list of three projects of similar size and scope that have been completed within the last ten years in California. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.

b. The consultant shall maintain a local office with a competent representative who can be reached during normal working hours who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.

c. Consultants must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members.

3.a. Proposer's desired qualifications:

The selected firm will have proven experience and knowledge in environmental restoration, geotechnical engineering and slope stabilization, project management related to parks and open spaces, environmental permitting, and public outreach involving various stakeholders. The selected consultant will be comprised of an interdisciplinary team that can effectively plan and design a multi-benefit project that achieves both slope stabilization and ecological restoration, in addition to other community benefits. The consultant will plan and develop an integrated design that draws upon disciplines including, but not limited to:

- Habitat restoration of natural Southern California landscapes including coastal sage scrub, coastal bluff scrub, and other native vegetation communities. Consultant shall have experience successfully implementing large (>5 ac.) habitat restoration projects of Southern California vegetation communities.
- Geotechnical engineering of bluffs and other natural slope features.
- Civil Engineering.
- Landscape Architecture.
- Archeology and cultural resources management.
- Wildlife biology and regulations pertaining to special-status biological resources.
- CEQA and environmental documentation.

Consultants shall also have the following qualifications:

- Experience in public engagement and collaboration
- The technical qualifications to perform the environmental tasks outlined in the scope of work
- Strong graphic communication and clear, concise writing style
- A dedicated team with a single project manager to guide the project to conclusion

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

   - **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest

to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services**, **Appendix A** of this RFP.

- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:

    1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.

    2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.Identifies the project's potential issues and response to them.

    3. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

- **Project Schedule:** Provide a detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

- **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.

    2. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

    3. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

    4. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

    5. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.

    - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.

  Cost Proposal: Provide a not-to-exceed fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates and their number of hours, and the cost for each work task/deliverable as described in the Scope of Services. If work tasks or deliverable are proposed that are not specifically listed in the City's Scope of Services, please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.

  The Cost proposal shall include a $10,000 allowance for permit fees and approved reimbursables.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B but** may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:

    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions
    5. Disqualifications Questionnaire
    6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.

- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your technical proposal in sufficient detail for thorough evaluation and comparative analysis, and (1) PDF file format copy of your cost proposal.

- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **10:00 a.m. (P.S.T) on July 8, 2025.** Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **June 19, 2025 at 5:00 P.M**. The City reserves the right not to answer all questions.

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

  From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive

any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

    - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

    - **W-9** – Current signed form W-9 (Taxpayer Identification Umber & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). This project will be awarded based on a Qualifications Based Selection process. In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Project Approach & Methodology ------- 35%**

2. **Qualifications & Experience of Firm ------- 25%**

3. **Key Personnel ---- 30%**

4. **Cost---- 10%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation

scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach or qualifications are not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked consultant or proceed to interview the highest ranked consultants.

C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of July 29-31, 2025** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point and make a recommendation for award. Once the highest ranked consultant is identified, the City will open the Cost Proposal and enter negotiations.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.

- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP.
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from

disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

   A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

12. **Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which will be modified by the City to include federal requirements.

    All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

ATTACHMENTS:

- APPENDIX A – SCOPE OF SERVICES
- APPENDIX B – SAMPLE PROFESSIONAL SERVICE AGREEMENT
- APPENDIX C- REQUIRED FORMS
- APPENDIX D – PROJECT AREA
- APPENDIX E – MAPPED GULLIES/PRIORITY AREAS SUBJECT OF REPAIRS
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• APPENDIX F – Geotechnical Investigation Report for Fairview Park Slope Restoration (dated June 7, 2024, prepared by Fenagh Engineering and Testing)

APPENDIX A

SCOPE OF SERVICES
FOR
FAIRVIEW PARK WEST BLUFF RESTORATION

The Consultant is tasked with performing comprehensive design and environmental planning services and developing a comprehensive set of plans, specifications, and estimates for the Fairview Park West Bluff Restoration project ("project"). The project shall be informed by existing site conditions, Fairview Park Master Plan, Ballot Measure AA, the 2023 Vegetation Map and Restoration Opportunities Report, other technical reports provided by the City, and the consultant's technical expertise in various fields. The Consultant will address geotechnical and slope stability, erosion, and ecological considerations, while developing solutions that ensure minimal adverse impacts on existing resources.

Using information gathered from site evaluations and the City-provided technical reports, the consultant shall assess the Fairview Park west bluff geological features according to severity of erosion and degree of risk to nearby trails and other essential park features, and develop a design solution that improves the geotechnical stability of the west bluffs. Given the site's environmental sensitivity and various sensitive resources known to be present, consultant shall rely on design elements and stabilization solutions that avoid and minimize adverse impacts to existing resources where feasible.

Based on the results of the consultant's technical evaluations, consultant shall prepare a detailed design and implementation plan. The consultant will draw upon both biological resources protection requirements and cultural resources preservation standards in preparing the design. The consultant shall develop an integrated engineering and ecological restoration solution that supports the long-term safety and integrity of the Fairview Park west bluffs, while preserving the site's natural character and environmental resources.
Consultants are encouraged to present innovative concepts to achieve the objectives set forth in the Request for Proposal (RFP). The work described in this section is considered to be the minimum required to complete this process. In their proposals, consultants may propose additional tasks or revisions to this scope that lead to the best process and results for the project.

The primary goals and objectives of the project are as follows:

- Ensure the geotechnical stability of the west bluffs.
- Mitigate erosion and associated risks to park trails and other features.
- Restore and enhance the ecological integrity of the Fairview Park West Bluffs.
- Develop sustainable solutions for the west bluffs that promote native habitat for wildlife and minimize environmental impact.

In addition to achieving geotechnical stabilization to preserve the longevity and safety of the

west bluff trails, the project is also intended to accomplish ecological restoration and enhancement. In developing the design, the consultant's restoration plan shall identify and prioritize the removal of existing stands of invasive vegetation along the west bluffs. The consultant will develop a restoration plan to remove existing invasive and non-native vegetation, and revegetate these areas with native species of coastal bluff scrub and other ecologically appropriate vegetation communities. Plant palettes for the habitat restoration areas shall be consistent with the City's Fairview Park Master Plan and habitat restoration opportunities identified therein.

TASK 1. PROJECT COORDINATION AND DOCUMENT REVIEW

This task will include an initial kickoff meeting and regular coordination and meetings with City staff throughout the design development process. In addition, this task will involve coordination between consultant's various technical disciplines to ensure an integrated design process. Consultant will thoroughly review and evaluate existing site conditions and available documentation pertinent to the project site. Consultant shall review applicable sections of the following materials, at a minimum:

- Geotechnical Investigation Report for Fairview Park Slope Restoration (dated June 7, 2024, prepared by Fenagh Engineering and Testing)
- Fairview Park Master Plan (last updated in 2008) and Fairview Park Negative Declaration dated 1997
- Engineering Evaluation of the Westerly Slope at Fairview Park (dated March 2003 prepared by Dudek and Associates)
- Ballot Measure AA
- Other biological and technical reports will be made available to the selected consultant.

TASK 2. SITE DESIGN EVALUATIONS

This item of work shall include visually surveying site to establish design constraints and existing conditions including landmarks, adjacent uses, site edges, views and orientation, site topography, and circulation systems. The slope stabilization and restoration design is expected to include a combination of bioengineered and earthwork restoration solutions, considering remedial grading and ecologically suitable engineered fill material as part of the proposed solutions. Consultant shall consider all applicable engineering and environmental design constraints, including but not limited to:

- Existing and future infrastructure.
- Soil conditions.
- Site circulation (pedestrian and service vehicular access).
- Sensitive environmental features and biological resources.
- Topography.
- Drainage systems.
- Adjacent land uses, parks (Talbert Regional Park), structures, and residential areas.
- On-site and off-site uses.

- Utilities.

In conducting the site design evaluations, consultant shall prepare a sustainable earthwork and restoration design solution to ensure the geotechnical stability of the west bluffs, and account for:

- Drainage overtopping the bluff edge.
- Collapse of near-vertical bluffs.
- Highly erodible soil layers.
- Burrowing and bioturbation and stability vulnerabilities.
- Encouragement of native, drought-tolerant deep-rooted species on erosional faces.
- Design solutions that avoid and minimize adverse impacts to existing sensitive resources.
- Bluff safety during construction and public safety for trail users.
- Coordination with neighborhood residents of potential project impacts.
- Limitations of use for heavy equipment and tools.
- Temporary trail closures for the duration of construction.

TASK 3. DESIGN DEVELOPMENT

Consultant will prepare and provide a comprehensive set of plans for the City's review and comments at stages including preliminary design (30%), 60%, 90%, and 100% design submittals. The design shall prepare civil and landscape architectural plans in sufficient detail for contractors to construct the project during the (future) implementation phase. The consultant will draw upon biological resources and cultural resources preservation standards, and knowledge of ecological restoration in preparing a sustainable design solution.
The design development process shall include the following:

- Geotechnical analyses
- Utilities.
- Existing cultural and archeological resources assessment
- Slope stabilization and restoration design
- Site preparation details.
- Excavation plan.
- Remedial grading.
- Engineered fill sections.
- Compaction methods and equipment specifications.
- Slope reinforcement plan.
- Drainage plan.
- Erosion control plan.

Consultant shall also develop an ecologically appropriate habitat restoration design and implementation plan. The habitat restoration implementation plan shall be prepared by a qualified restoration ecologist with experience in managing large (>5 ac.) restoration projects in Southern California vegetation communities. The habitat restoration design shall include the

following items, at a minimum:

- Plant palettes and details
- Seed mixes and seed installation methods
- Habitat restoration monitoring and maintenance plan
- Irrigation during establishment period and temporary irrigation plan.
- The consultant shall also establish success criteria for the habitat restoration and enhancement areas, and any other performance-based standards to be met during the implementation phase.

Construction drawings and specifications shall be signed and stamped by the licensed engineer and/or landscape architect, and sub-consultants in their respective specialty disciplines.

Plans and specifications shall comply with standard drawings and specifications of the City of Costa Mesa and other agencies as applicable.

All construction drawings shall be provided to the City in both hard copy and electronic format.

TASK 4. PREPARATION OF QUANTITIES AND COST ESTIMATES

The consultant will provide itemized preliminary and final construction quantity and cost estimates during the design process. A preliminary cost estimate shall be prepared at the 30% design stage, and detailed cost estimates shall be provided at 60%, 90%, and 100% design submittals and a final estimate upon final submittal.

The consultant shall provide preliminary cost estimates for at least two (2) alternatives during the schematic design phase.

TASK 5. RESOURCE CONSULTATION AND ENVIRONMENTAL PERMITTING

The consultant shall provide all services necessary to determine potential impact to sensitive resources, consult with regulatory agencies and obtain approvals from all regulatory authorities and wildlife agencies to construct and implement the project. This will include preparing and submitting documents to the appropriate governing agencies for review, meetings and consultation with applicable regulatory authorities and the City, and obtaining all approvals and permits necessary to construct the project.

TASK 6. CULTURAL RESOURCE MANAGEMENT PLAN

Consultant shall include all services necessary to develop a cultural resource management plan for the project, which is to be implemented during the subsequent phase of project implementation. The cultural resource management plan shall account forcultural resource monitoring needs during specific phases and activities of project implementation. In addition, this task shall include any anticipated coordination with tribal organizations that may be necessary during the course of project planning and design. Consultant’s cultural resources management plan shall adhere to all applicable cultural and historical resources preservation requirements including the National Historic Preservation Act and other applicable standards.

The cultural resource management plan shall be developed under the direction of a Qualified Archeologist, and shall account for the following items, as applicable.

- Review of Applicable Records and Site Inventory
- Archeological Surveys
- Archeological Monitoring
- Native American Monitoring
- Tribal Consultation and Facilitation
- Cultural Resources Avoidance and Protection Measures
- Worker Training Program
- Cultural Resource Discovery Procedures

TASK 7. FINAL DESIGN, CONSTRUCTION DOCUMENTS AND BID PACKAGE PREPARATION

Based on the approved design development documents, the consultant shall prepare the working drawings and specifications which shall set forth and prescribe in detail the work to be done by the contractor including materials, workmanship, finishes, and equipment required for to fulfill the design in accordance with the geotechnical, civil, landscape architectural, and ecological restoration plans. Construction drawings and specifications shall be signed and stamped by the licensed engineer and sub-consultants in their respective specialties. Consultant shall conduct in-house constructability review.

The consultant shall process the construction documents for the review and approval of the City's Parks and Community Services Department and Public Works Department, answer plan check comments, and if necessary, revise construction documents and obtain any required permits or approvals from outside agencies. The consultant shall prepare Final Plans, Cost Estimate and Technical Specifications to be used for the City Bid Package.

The consultant shall consider all applicable design constraints and address all items to prepare a technically defensible design. The final design and construction documents shall include all details and plans necessary to construct the project, including:

- Geotechnical analyses
- Utilities.
- Existing cultural and archeological resources assessment
- Slope stabilization and restoration design
- Site preparation details.
- Excavation plan.
- Remedial grading.
- Engineered fill sections.
- Compaction methods and equipment specifications.
- Slope reinforcement plan.
- Drainage plan.
- Erosion control plan.

- Survey plans and CAD files.
- Fencing and signage plan.
- Trail detour plan.
- Construction staging and access plan.
- Equipment details and technical methods.
- Engineered fill material specifications.
- Slope reinforcement materials, alternatives, and specifications.
- Cost estimates for each of the project alternatives.
- Detailed Technical Specifications including Special Provisions. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents. A description for each bid item will be required.
- Habitat Restoration Final Design, including detailed implementation plan and restoration maintenance and monitoring plan.

Consultant shall also develop a long-term maintenance and monitoring plan for the west bluff restoration project to ensure the longevity of the stabilization solution and success of the ecological restoration project beyond the establishment period.

TASK 8. CEQA AND ENVIRONMENTAL DOCUMENTATION

The selected consultant shall:

- Prepare a project description in accordance with the California Environmental Quality Act (CEQA).
- Determine the appropriate level of CEQA environmental analysis and documentation for the project.
- Prepare an applicable environmental document.
- Prepare all associated notices and findings in compliance with the California Environmental Quality Act (CEQA) necessary to analyze the environmental impacts of the project, and define mitigation and monitoring responsibilities.
- Provide response to comments after circulating the CEQA document for public review.
- Consult with responsible and trustee agencies as required and obtain all necessary permits and agency approvals needed to implement the project.

TASK 9. PUBLIC OUTREACH

Consultant shall prepare and lead a minimum of three (3) public outreach meetings at appropriate stages of the project planning and design process. Consultant shall be familiar with the City's governance structure for Fairview Park including the Fairview Park Steering Committee and Costa Mesa Ballot Measure AA. Public outreach meetings may include a combination of general outreach meetings for the project, Fairview Park Steering Committee meetings, on-site informational sessions, or meetings to the Costa Mesa City Council or Parks and Community Services Commission. Consultant will coordinate with City staff in planning and scheduling the public outreach meetings for the project. The consultant shall use the

public outreach sessions as opportunities to share information about the project, address questions and concerns, and educate the community about the long-term benefits to be realized by the project. Consultant shall include hours appropriate hours and expenses to prepare applicable presentation materials for meetings, and conduct a presentation at each of the public outreach meeting sessions.

TASK 10. BIDDING AND CONSTRUCTION SUPPORT

Consultant will attend one bid coordination meeting and prepare technical specifications, project appendices, bid form and architect's estimate. Attend two pre-bid meetings and provide full size exhibits for use in the pre-bid meeting presentations. During the bid process, the architect shall be responsible for preparing addenda, clarifying the construction documents, answering bidder's questions, issuing revised bid form, plans, exhibits, and technical specifications as required. During the construction phase, the architect and his sub-consultants shall review / approve submittals and respond to contractor's Requests for Information (RFIs), provide review and input on contractor change order requests, attend weekly construction progress meetings, attend to final walk-through and punch list preparation and prepare final As-Builts.

EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each consultant must fully know all project conditions and the effort required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

APPENDIX C
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution

EXHIBIT B

CONSULTANT'S PROPOSAL

Fairview Park West Bluff Restoration

RFP No. 25-23

CITY OF COSTA MESA



Proposal | 07.15.2025

PSOMAS 659

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PSOMAS

Balancing the Natural and Built Environment

July 15, 2025

Mike Fuentes
City of Costa Mesa
77 Fair Drive, 1st Floor
Costa Mesa, CA 92626

Subject: Proposal for the Fairview Park West Bluff Restoration

Dear Mr. Fuentes and Selection Committee:

Psomas is excited about the prospect of providing professional engineering design, ecological restoration design, and environmental planning services for the Fairview Park West Bluff Restoration for the City of Costa Mesa. We believe we have assembled an exemplary team of professionals who can effectively plan and design a multi-benefit project that achieves both slope stabilization and ecological restoration, as well as other community benefits. In addition to Psomas' experienced engineering, resource management, and environmental planning teams, our team includes the geotechnical professionals at GMU Engineers & Geologists (GMU) to document existing conditions, establish design constraints, and specify geotechnical resources. We have also included Capo Projects Group on the team to support the task of construction quantity and cost estimates.

We believe we are aptly suited to provide the services identified in the Request for Proposal:

- Psomas has maintained long-term relationships with public sector agencies in the immediate vicinity of Fairview Park for over 30 years.
- Psomas is a multi-disciplinary firm with extensive experience working on award-winning resource management and habitat restoration projects for public sector clients in Orange County and adjacent municipalities.
- Psomas has designed and monitored multiple native habitat mitigation/restoration projects along the Southern California coast that were signed-off by the natural resource agencies in a timely manner—including sites with challenging soils/slope conditions, under rigorous performance standards specified in project permits.
- Psomas staff have longstanding site familiarity and extensive knowledge of the jurisdictions, resources, and opportunities and constraints within the Park and surrounding areas. Our tested practices, combined with our local office location for efficiency and responsiveness, make our team uniquely qualified for this effort.

5 Hutton Centre Drive
Suite 300
Santa Ana, CA 92707

Tel 714.751.7373
Fax 714.545.8883
www.Psomas.com

Melding Safety, Efficiency, and Sensitivity

In addition to our innovative engineering solutions and resource management practices, what sets Psomas apart is our ability to "think outside the box" and, where appropriate, leverage existing data sources that provide key information to help our clients succeed. The specific principles that guide our work include:

- Utilize the best available, current science for informed decision making.
- Concentrate on acquiring new information that improves slope stability/safety, longevity, and improved ecosystem function for the area.
- Designate in-house professionals in the areas of environmental planning and CEQA documentation, restoration ecology, botany, wildlife biology, regulatory services, cultural resources, engineering, and construction management for efficient and strategic solutions.
- Rethink and retool as part of an assertive adaptive management approach. Habitat restoration is not a one-size/one-type-fits-all practice. Being open-minded and creative, while remaining science-based, helps to produce desirable project results.
- Plan for the long game: The process of restoring and managing the slopes will take time and "active patience." When we observe superior results in one area, these methods can potentially be applied in other areas.
- Positively engage with the City of Costa Mesa and your community partners and stakeholders. Build on the experience gathered during the Fairview Park Master Plan Update process.
- Look to share information and potential solutions with adjacent partners with similar interests/needs in providing resource protection/community enjoyment (e.g., OC Public Works and Parks) as appropriate, while prioritizing clear, responsive, and responsible communication with City staff.

Our attached proposal identifies the following items:

- Background and Project Summary
- Project Approach and Methodology
- Project Schedule
- Qualifications & Experience
- Financial Capacity
- Key Personnel
- Cost Proposal

We have reviewed the Sample Professional Service Agreement and have proposed minor modifications for your consideration in Section 9. We have received Addendum No. 1, dated June 17, 2025, and the Questions and Answers dated July 8 , 2025. The Psomas office located at 5 Hutton Centre Drive, Suite 300, Santa Ana, California 92707 is our closest office to the City of Costa Mesa and will serve as the office from which the project will be managed.

Thank you in advance for taking the time to select the best candidate suited for this endeavor. As a Vice President, Alia Hokuki, AICP, is authorized to sign the City of Costa Mesa's contract for Psomas. Richard B. Lewis III, ENV SP, the Project Manager for this contract, will be the primary contact person responsible for day-to-day management for the services pursuant to this proposal and can be contacted at Richard.Lewis@psomas.com, or 626.808.5427.

Sincerely,

PSOMAS

Alia Hokuki, AICP
Vice President/Principal-in-Charge

Richard B. Lewis III, ENV SP
Project Manager

1. **Delete** Schedule of Events: **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

2. **Deadline for Written Questions** **June 19, 2025, 5:00 p.m.**
3. **Responses to Questions Posted** **June 28, 2025, 5:00 p.m**
4. **Proposals are Due** **July 8, 2025, by 10:00 a.m.**
5. **Interviews (if held)** **TBD 2025**
6. **Approval of Contract** **October 2025 (tentatively)**
7. **All dates are subject to change at the discretion of the City.
   .
-

8. **Replace** Schedule of Evets: **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

9. **Deadline for Written Questions** **June 26, 2025, 5:00 p.m.**
10. **Responses to Questions Posted** **July 8, 2025, 5:00 p.m**
11. **Proposals are Due** **July 15, 2025, by 10:00 a.m.**
12. **Interviews (if held)** **August 2025**
13. **Approval of Contract** **October 2025 (tentatively)**
14. **All dates are subject to change at the discretion of the City.
-

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

Psomas also acknowledges receipt and understanding of Addendum 2 which includes the Q&A's and the Mandatory Pre-Proposal meeting Sign-in Sheet.

July 15, 2025
Signature **Date**

Alia Hokuki, AICP
Vice President/Principal-in-Charge
Typed Name and Title

Psomas
Company Name

5 Hutton Centre Drive, Suite 300
Address

Santa Ana, CA 92707
City **State** **Zip**

1 Background & Project Summary

One of the first objectives of the Fairview Park Master Plan Update is to "Protect, preserve, and enhance the unique natural and cultural resources of Fairview Park as a passive open space park." The proposed activities of performing comprehensive design and environmental planning services and developing a comprehensive set of plans, specifications, and estimates for the Fairview Park West Bluff Restoration Project ("project") require a consulting team that works collaboratively both internally and externally with the City and the community. Open lines of communication and information sharing will be key in addressing the variety of technical issues (geology, engineering, biology, restoration ecology, cost estimating, regulatory permitting, archeology, and environmental planning) and stakeholder concerns. The existing information (Master Plan, Measure AA, etc.) on these technical issues will be relied on heavily to provide consistency regarding subject analysis and cost efficiencies.

The City of Costa Mesa's Parks and Community Services Department is committed to enhancing the community through the delivery of innovative recreational programs; quality parks and facilities; and services that promote social, physical and emotional well-being. The City's largest park, Fairview Park, provides unique resources to the public, including special status habitat and species, protected cultural resources, regional connection to adjacent open space, passive recreational opportunities, model glider flying, volunteering and citizen science opportunities, and model train riding. Protecting, preserving, and enhancing the unique natural and cultural resources of this exceptional park facility are key to the City and a major objective of the Master Plan Update for the park. The protection of the West Bluff is in alignment with the objectives of the Master Plan Update and will demonstrate the City's environmental stewardship of these lands for current and future generations.

The Psomas team has developed a Scope of Work (outlined in Section 2) to gather and evaluate information regarding the seven identified geological features and develop a design solution that improves the geotechnical stability of the west bluffs. Given the site's environmental sensitivity (biological/cultural/geological/recreational/etc.), Psomas will rely on design elements and stabilization solutions that avoid and minimize adverse impacts to existing resources where feasible. The close collaboration between Psomas' engineers and habitat restoration specialists will facilitate the work products delivering an integrated engineering and ecological restoration solution that supports the long-term stability and integrity of the Fairview Park west bluffs, while preserving the site's unique natural character and environmental resources.

A summary of the key work elements (discussed in detail in Section 2) to be completed by the Psomas team include:

- **Project Coordination and Document Review**
- **Site Design Evaluations (Geotechnical/Geographic/Biologic)**
- **Design Development (Engineering/Habitat Restoration)**
- **Quantities and Cost Estimates**
- **Resource Consultation and Environmental Permitting**
- **Cultural Resource Management Plan**
- **Final Design, Construction Documents and Bid Package**
- **CEQA Documentation**
- **Public Outreach**
- **Bidding and Construction Support**

The following will be our guiding project objectives in the execution of the Scope of Work deliverables outlined in this proposal:

- Confirm the geotechnical integrity of bluff features, focusing on preserving the longevity and stability of these areas
- Mitigate erosion and associated risks to park trails and other features in the project vicinity
- Restore and enhance the ecological integrity of bluff features
- Develop sustainable solutions for bluff features that promote native habitat for wildlife and minimize environmental impacts

2 Project Approach & Methodology



Furry Friends Visiting Fairview Park Project Site

The Psomas team approach and methodology to completing the Scope of Work tasks outlined in the RFP for the project has been provided below. We have focused our approach and methodologies around three specific Goals and Objectives:

- **Safety = improve the geotechnical stability of the west bluffs, and mitigate erosion and associated risks onsite**
- **Efficiency = rely on previously collected information/data and sustainable solutions, critical for cost control**
- **Sensitivity = understand and respect the onsite natural and cultural resources by minimizing potential impacts and restoring or enhancing native habitats**

TASK 1. PROJECT COORDINATION AND DOCUMENT REVIEW

Important to the successful delivery of a project is implementing our Scope of Work, Schedule, and Cost Controls in compliance with the requirements of, and to the satisfaction of, the City. Upon project kick-off, the tasks within this Scope of Work will be further discussed with the City and the Psomas team to provide any required clarity. As the Scope of Work will direct the action items for all tasks proposed, it is imperative that it is kept updated and any changes in approach and direction are documented. Tasks completed as part of the Scope of Work will be communicated with the City at regular intervals to facilitate project deliverables and complete an integrated design.

Psomas envisions a synergistic working relationship with the City that would enable the process to progress efficiently, while facilitating exchange of ideas; knowledge gathering; transfer of information; and partnering on the common objective of providing the detailed design and implementation plans on time, and within budget. Key components our team will execute include establishing a communication protocol with the City staff, and technical leads to enable project-critical information to be efficiently and accurately conveyed and confirm roles/responsibilities are clear for efficient management of assignments and quality control of services and deliverables.

Cost efficiency is a key component of the project. The City has and will provide valuable information (as outlined in the RFP) that will be thoroughly reviewed. Upon completion of the document review process, the Psomas team will meet with the City to discuss any critical items that may be lacking that would support the project deliverables and discuss potential solutions to obtain the required information in the most cost-efficient manner possible.

TASK 2. SITE DESIGN EVALUATIONS

Geotechnical Resources

GMU will conduct a field investigation to establish the existing site conditions and potential design constraints of the subject site. Based on a detailed review of the available geotechnical information of the site, GMU has identified the level of effort required to provide long-term slope stabilization. The approach is summarized below:

- Conduct three (3) days of bucket auger and/or mud-rotary holes to a depth of 50 to 80 feet below grade at the top of the bluff. These borings will be logged and reviewed by GMU.



Eroded Bluff at Fairview Park Project Site

- Excavate one (1) day of shallow test pits at the bluff faces to obtain surficial soil samples.
- Conduct laboratory tests, including Moisture & Density, Gradation, Atterberg Limits, Direct Shear, Expansion Index, and Corrosion tests will be performed on collected samples.
- Provide geotechnical analyses that includes:
  - Three (3) geotechnical sections at the major bluff failures and one (1) standardized section for the other smaller erosion features.
  - Communication with Psomas and City regarding the possible mitigation alternatives
  - Analyze stability of the bluff under static, seismic, and surficial erosion condition for (a) existing conditions and (b) up to three (3) potential mitigation alternatives.

Key issues that will be addressed by GMU include:

- Recommendations for drainage overtopping bluff edge
- Collapse of bluff face
- Erodible soils
- Recommendations for instability from burrowing and bioturbation.

GMU will provide a complete and comprehensive geotechnical analysis report to Psomas for use in preparation of the design plans outlined in Task 3. The report will summarize field and laboratory findings, analysis, slope stabilization and restoration options, site preparation requirements, excavation requirements, remedial grading requirements, engineered fill specifications, slope reinforcement requirements, and subsurface drainage recommendations. In addition,GMU will coordinate with the Psomas engineering team to perform a technical review of the design plans outlined in Task 3.

Topography, Land Use, and Utility Resources

Psomas' GIS specialists will rely on existing databases (i.e. County of Orange, aerial photography, etc.) and City provided data (i.e., current/proposed infrastructure, pedestrian/vehicle circulation, previously documented sensitive resources [biological/cultural], land uses, etc.) to develop GIS files and can graphically illustrate the limitations and opportunities to project implementation.



Red-Shouldered Hawk at Fairview Park Project Site

Biological Resources

Prior to the field visit, Psomas will conduct a literature review to determine the species that may have potential to occur on the project site or immediate vicinity. The literature review will include:

- Database search of the California Natural Diversity Database (CNDDB)
- Database search of the Electronic Inventory of the California Native Plant Society
- Special status species lists from the California Department of Fish and Wildlife (CDFW)
- Critical habitat maps for each federally listed Endangered or Threatened species potentially occurring in the vicinity of the Project site
- Previous biological studies, permitting, and other environmental documentation prepared for the park site or publicly available for adjacent areas.

Upon completion of the GIS database review and literature review compilation described above, a biologist will conduct a general walkover survey to describe the current condition of the project site. The dominant species for each vegetation type will be recorded, and disturbances noted (if applicable). Plant and wildlife species observed during the survey will be recorded in field notes. The location of any notable observations will be recorded with a Global Positioning System (GPS) unit or an iPad. The biologist will assess the potential for special status plant and wildlife species to occur based on observations and field notes taken during the survey. Any special status plant or wildlife species observed will be reported to the CNDDB per requirements of the surveying Biologist's permits.

Upon completion of the evaluations described above, Psomas will prepare a memorandum that identifies any significant project constraints or opportunities in the restoration design solution for the geotechnical stability of the west bluffs. A biological resource memorandum will describe potential issues regarding

- Native revegetation
- Avoidance/minimization of impacts on sensitive resources
- Recommendations (as appropriate) for sensitive construction practices and community engagement.



Coastal Prickly Pear at Fairview Park Project Site



Eroded Slope at Fairview Park Project Site

TASK 3. DESIGN DEVELOPMENT

Engineering Design

Psomas will prepare Design Development Plans to include an Existing Conditions Plan, Site Preparation Plan, Grading and Slope Stabilization Plan, Engineered Fill Sections, Drainage Plan, and Erosion Control Plan. The design will be coordinated with, follow the recommendation of, and be reviewed by GMU. 30% Design Development Plans will include up to two (2) alternatives for slope stabilization at each location, as appropriately determined by GMU. Following the 30% Design Development, Psomas will coordinate with the City to determine the most appropriate design to be further developed into 60%, 90%, and 100% Design Development Plans. These plans will include design development level considerations for utilities (sanitary sewer, water, and storm drain), existing cultural and archeological resources (provided by the City and Psomas' Cultural Resource Manager), site preparation, compaction methods and equipment specifications (provided by GMU), and slope reinforcement (also provided by the GMU). The Design Development phase will incorporate close coordination with Psomas Resource Management and Environmental Planning team members and GMU to minimize the level of disturbance while maximizing long-term slope stability, all while anticipating construction site staging and access needs. For each Design Development deliverable, Psomas will provide response and revision to City comments (one (1) round of responses per deliverable milestone).

Exclusions:

- **Traffic control or pedestrian circulation mitigation plans**
- **New utility service connections or pump station designs**
- **Irrigation designs, calculations, or plans**
- **Demolition or phasing plans**
- **Structural engineering design/calculations- Should GMU recommend remediation efforts that require a structural engineer, this work would be an additional service**

Habitat Restoration Design

Psomas' approach to habitat restoration design will incorporate best-science and our deep knowledge of the resources of the immediate Park vicinity and the coastal resources of Orange County. We are familiar with, and will carefully reference, existing site documentation included within the Biological Resources Technical Report (2025), the City's Fairview Park Master Plan and habitat restoration opportunities identified therein, and other key resources.

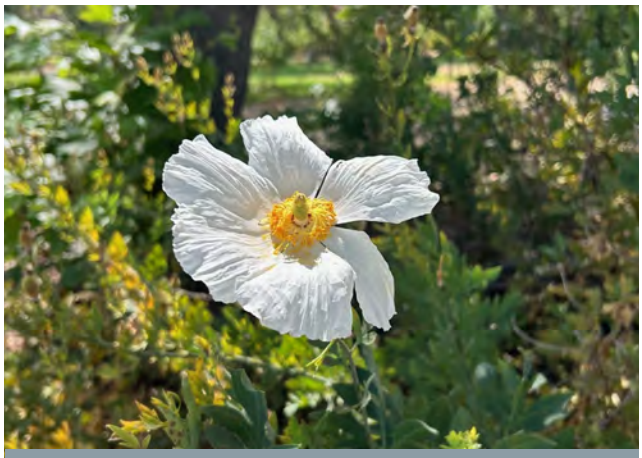
The revegetation implementation plan (Plan) will focus on native plant palettes and methods to provide both short-and longer-term root development to augment the slope stabilization provided via geotechnical solutions and—importantly—also compatible with these engineering solutions. The plant palettes will be carefully developed to achieve continuity with existing key plant species growing in similar, nearby conditions within the park (i.e., similar slope, aspect, soils) toward best performance results. The plant palettes will be consistent with the City's Fairview Park Master Plan. The Plan will recommend that plant materials of local genetic origin be collected and installed as part of project implementation, to confirm that the revegetated areas have genetic continuity with existing plant populations. It is not anticipated that a line irrigation system will be provided to the revegetation areas, partly due to the risk of erosion in the event of line failure. Instead, strategic seed mixes will be proposed that include:

- A diverse mix of shrubs, broad-leaf perennials herbs, and annual/perennial grasses
- An ecologically suitable fiber/binder matrix to be applied via hydroseeding.

The Plan will identify and prioritize the removal of existing stands of non-native invasive plant species within the project footprint. The restoration approach may also include plantings of locally-harvested, non-irrigated cuttings of native cactus (coast cholla; coastal prickly-pear).

Ecologically suitable erosion control materials will be specified—e.g., the use of plastic mesh-encased fiber rolls will be avoided, as these products can fatally trap wildlife such as lizards and snakes and small mammals. The Plan will address the need for remedial measures such as soil patching, re-seeding, and other methods to improve damaged or non-performing portions of the project sites, to be developed and monitored by a qualified ecologist in collaboration with City staff.

The Plan will set forth a suitable maintenance and monitoring approach for the revegetation areas, including a description of qualified contractors/monitors, and the frequency, timing, duration (years), and documentation (e.g., memoranda/reports) associated with these activities. Project success will be determined by the achievement of performance criteria to be set forth in the Plan, such as the counted/measured or estimated plant species diversity and percent cover on the revegetated areas. The Plan will recommend a program of regular photo documentation from permanent photo stations—i.e., coordinates established via GPS equipment—to visually assess the progress of slope revegetation and naturalization over time. Importantly, the Plan will specify maintenance and monitoring methods and schedules that avoid adverse impacts to sensitive biological resources such as nesting birds.



Matilija Poppy at Fairview Park Project Site

TASK 4. PREPARATION OF QUANTITIES AND COST ESTIMATES

The Psomas team will provide itemized preliminary and final construction quantity and cost estimates during the design process. A preliminary cost estimate will be prepared at the 30% design stage, and detailed cost estimates will be provided at 60%, 90%, and 100% design submittals and a final estimate upon final submittal.

The Psomas team will provide preliminary cost estimates for at least two (2) alternatives during the schematic design phase.



California Buckwheat at Fairview Park Project Site

TASK 5. RESOURCE CONSULTATION AND ENVIRONMENTAL PERMITTING

The vernal pool complex located to the east of the bluff restoration sites is well delineated. Psomas has assumed the project can avoid all direct and indirect impacts to the vernal pool complex, including the regulated species that inhabit these areas (San Diego and Riverside fairy shrimp, special status plant species). If no impacts are anticipated, no permits/approval from the regulatory agencies are needed for the vernal pool complex/listed species to the east of the project.

A drainage resource that has been mapped by the National Wetlands Inventory is located at the bottom of the slope from where the bluff restoration sites occur. This drainage resource is located approximately 150 feet from the bluff restoration sites. It is Psomas' professional opinion that the bluff restoration sites (erosional features on the bluff) do not qualify as "waters" that would be regulated by local, state, or federal agencies. Therefore, assuming that all construction activities would take place at the top of the bluff and no construction would take place at the bottom of the bluff in the drainage, there would be no impact to the identified drainage, and no agency permitting would be required.

Fairview Park, as a whole, has the potential or is known to support state and/or federally listed species including San Diego button-celery, Gambel's watercress, California Orcutt grass, least Bell's vireo, and coastal California gnatcatcher. Based on the recent information available for Fairview Park regarding these species, suitable habitat for these species is not present at the bluff restoration sites; therefore, regulatory permitting for these species is not anticipated. One regulated species that does have a potential to occur at the bluff restoration sites: Crotch's bumble bee. Rather than assume presence and suggest extensive permitting for this species, Psomas recommends focused surveys at the bluff restoration sites. If the species is not found, no regulatory process is warranted. If present, Psomas would work with the City and the CDFW to identify an appropriate avoidance program during construction. For this Scope of Work, Psomas has identified a limited budget to (1) conduct the Crotch's bumble bee survey and (2) coordinate with the City/CDFW. Given the uncertainty of the survey findings and the required CDFW permitting process, any additional regulatory permitting may require a contract augment.

TASK 6. CULTURAL RESOURCE MANAGEMENT PLAN

Psomas will develop a Cultural Resource Management Plan (CRMP) to guide the protection and monitoring of cultural resources during subsequent phases of project implementation. The CRMP will be prepared under the direction of a Qualified Archaeologist and will comply with all applicable federal, state, and local cultural resource regulations, including the National Historic Preservation Act (NHRP) and the California Environmental Quality Act (CEQA).

The CRMP will address potential impacts to cultural resources and outline necessary measures for avoidance, protection, and mitigation. Key components will include a review of existing records and site inventories,

archaeological and Native American monitoring, and coordination with tribal organizations as needed. The CRMP will also establish procedures for unanticipated discoveries, a worker training program, and specific protection measures. The plan will verify cultural resource compliance and support respectful collaboration with tribal stakeholders throughout project planning and implementation.

Technical Assumptions

- This Scope of Work includes the development of a CRMP only and does not include the implementation of archaeological fieldwork (e.g., field surveys, monitoring), including California Historical Resources Information System (CHRIS) cultural resources literature reviews and records searches, or formal evaluations of cultural resource properties. Should such services be required during a future phase, they will be scoped and contracted separately.
- It is assumed that all relevant existing cultural resource documentation, including Department of Parks and Recreation (DPR) 523 forms and associated spatial data for known cultural resources within the project area, will be provided to Psomas prior to the preparation of the CRMP.
- Coordination with tribal organizations will be limited to planning-level consultation necessary to inform the CRMP. Formal consultation or facilitation activities beyond the planning phase are not included in this task.

TASK 7. FINAL DESIGN, CONSTRUCTION DOCUMENTS AND BID PACKAGE PREPARATION

Following approval of the 100% Design Development plans, Psomas will prepare the bid package to include Final Plans, Specifications, and Estimates providing construction documentation to finalize all elements included in Task 3 and include Trail Detour Plans, Construction Staging and Access Plan, and Fencing and Signage Plans. Construction documents will be consistent with GMU recommendations, environmental constraints and recommendations, City design standards, and Greenbook standards. Final construction documents will be reviewed and approved by the Geotechnical Engineer. Psomas will facilitate the City submittal process to obtain review and approval from the City's Parks and Community Services Department and Public Works Department and will provide plan revisions and written responses to address City comments (up to three (3) rounds).

TASK 8. CEQA AND ENVIRONMENTAL DOCUMENTATION

Based on the description of project activities in the RFP, Psomas believes the project meets the requirements for a Categorical Exemption (CE) in accordance with the CEQA. Specifically, Section 15333 Small Habitat Restoration Projects of the CEQA guidelines is applicable to this project. As a result, the following tasks describe the work effort for preparation and submittal of a CE and Notice of Exemption (NOE).

Psomas will prepare a draft Notice of Exemption (NOE), consistent with Section 15062 of the State CEQA Guidelines. The NOE will include a description of the project location, along with the nature, purpose, and beneficiaries of the project. Psomas will also document in a brief Memorandum the reasons the project would not trigger any of the stated Exceptions identified in Section 15300.2 of the CEQA Guidelines (i.e., location, cumulative impact, significant impact due to unusual circumstances, scenic highways, hazardous waste sites, and historical resources). The draft NOE and Memorandum will be submitted to the City for review and comment.



Invasive Sweet Fennel at Fairview Park Project Site

Upon receipt of comments from the City, Psomas will revise the NOE and Memorandum accordingly. This Scope of Work assumes that no major changes to the Project Description are made subsequent to initiation of the CEQA documentation process. Psomas will coordinate the necessary signing and filing of the NOE with the City upon project approval. Additionally, Psomas will submit it to the State Clearinghouse (SCH) through the CEQAnet website along with the SCH Summary Form. The filing fee will be paid as part of the project allowed reimbursables. This task includes time for ongoing coordination with the project team making sure compliance with the project schedule and participation at up to two (2) coordination conference calls with appropriate team members, as necessary.

Deliverables

- Electronic Copies of Draft NOE and Memorandum
- Electronic Copies of Final NOE and Memorandum
- Filing the NOE

TASK 9. PUBLIC OUTREACH

Psomas proposes a community engagement program designed to engage the community and area stakeholders, share information, provide meaningful responses to the comments received, inform the community about the long-term benefits of the project, and incorporate public input (as appropriate) into the final work product. In order to effectively design a public outreach strategy, we will first thoroughly research existing information (previous outreach meeting notes, presentations, general history, etc.) and conduct interviews with existing City staff and others (e.g., area stakeholders, community members and residents) as recommended by the City to determine what approaches and methods have been successful in the past and what to avoid; what primary concerns have been presented; and what project components/benefits are considered most desirable. A plan will be developed that identifies the approach to public involvement; roles and responsibilities; primary stakeholders and target groups/ organizations; and public outreach methods. A brief engagement schedule will be developed to synch engagement activities with the project schedule to best capture community sentiment and incorporate feedback into the project deliverables.

The Psomas team will prepare and lead a minimum of three (3) public outreach meetings at appropriate stages of the project planning and design process. Public outreach meetings may include a combination of general outreach meetings for the project, Fairview Park Steering Committee meetings, on-site informational sessions, or meetings to the City Council or Parks and Community Services Commission.

TASK 10. BIDDING AND CONSTRUCTION SUPPORT

Psomas engineers will attend one pre-construction meeting, construction progress meetings as needed (up to five (5) in person and five (5) virtual), and one (1) final walk-through. Psomas engineers will provide response to bid questions, relevant contractor submittals and RFIs, prepare a final punch list, and prepare final As-Built plans to incorporate contractor provided markups. It is assumed the project will be bid as a single project with one (1) bid package to be advertised. It is assumed the City will advertise the bid package and solicit responses.



Invasive Castor Bean at Fairview Park Project Site

Fairview Park West Bluff Restoration

FAIRVIEW PARK WEST BLUFF RESTORATION PROJECT SCHEDULE																						
Task	Project Initiation	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20
TASK 1. PROJECT COORDINATION AND DOCUMENT REVIEW		Task will be completed for the duration of the Project																			
TASK 2. SITE DESIGN EVALUATIONS																					
Geotechnical Deliverable: Report & Recommendations																					
GIS Deliverables: Data Files for Use in Other Tasks																					
Biological Deliverables: Memorandum																					
TASK 3. DESIGN DEVELOPMENT																					
Engineering Deliverable: Design and City Reviews																					
30% Design (3 Month)/City Review (1 Month)																					
60% Design (1.5 Month)/City Review (.5 Month)																					
90% Design (1.5 Month)/City Review (.5 Month)																					
100% Design (1 Month)																					
Restoration Deliverable: Revegetation Implementation Plan																					
TASK 4. PREPARATION OF QUANTITIES AND COST ESTIMATES																					
Estimating/Deliverable: Cost Estimate																					
30% Design																					
60% Design																					
90% Design																					
100% Final																					
TASK 5. RESOURCE CONSULTATION AND ENVIRONMENTAL PERMITTING																					
Biological Avoidance, Survey, and Coordination Deliverable: Report & Communication Records																					
TASK 6. CULTURAL RESOURCE MANAGEMENT PLAN																					
Cultural Deliverable: Cultural Resource Management Plan																					
TASK 7. FINAL DESIGN, CONSTRUCTION DOCUMENTS AND BID PACKAGE PREPARATION																					
Engineering Deliverable: Final Plans and Specifications (Include 3 Rounds of City Reviews)																					
TASK 8. CEQA AND ENVIRONMENTAL DOCUMENTATION PREPARATION																					
Environmental Deliverable: Notice of Exemption (NOE)																					
Draft NOE and Memorandum																					
City Review and Revised NOE and Memorandum																					
File NOE/Submit to State Clearinghouse																					
TASK 9. PUBLIC OUTREACH PREPARATION		Task will be completed for the duration of the Project																			
TASK 10. BIDDING AND CONSTRUCTION SUPPORT PREPARATION		Task a Assumes a 6 Month Construcion Support Period																			
Engineering Deliverable: Meeting Attendance/Response to Bid Questions & RFIs and Prepare As-Built Plans																					



4 Firm Qualifications & Experience

CORPORATION INFORMATION

Psomas

865 South Figueroa Street
Suite 3200
Los Angeles, CA 90230

State Incorporated:
California

Year Incorporated:
1974

Psomas' Officer List is included on pages B-4 to B-6

LOCAL OFFICE INFORMATION

Psomas Santa Ana Office

5 Hutton Centre Drive
Suite 300
Santa Ana, CA 92707

Year Locoal Office Opened:
1978

List of Contracts Similar to Requirements is included on pages B-12 to B-15

Psomas emphasizes inter-office collaboration, with staff from multiple locations ready to contribute to the Fairview Park West Bluff Restoration project, facilitating responsive and coordinated project execution.

Overview

As presented in this section, Psomas has the professional experience, and depth of staff to satisfy the City's requirements for the project. Psomas has the local knowledge to execute the work in a highly efficient and effective manner. Our robust local experience with both City and County of Orange-initiated projects, as well as private developer projects, will allow Psomas to leverage our professional experience to facilitate cost-effective and time-efficient work products.

Firm Profile

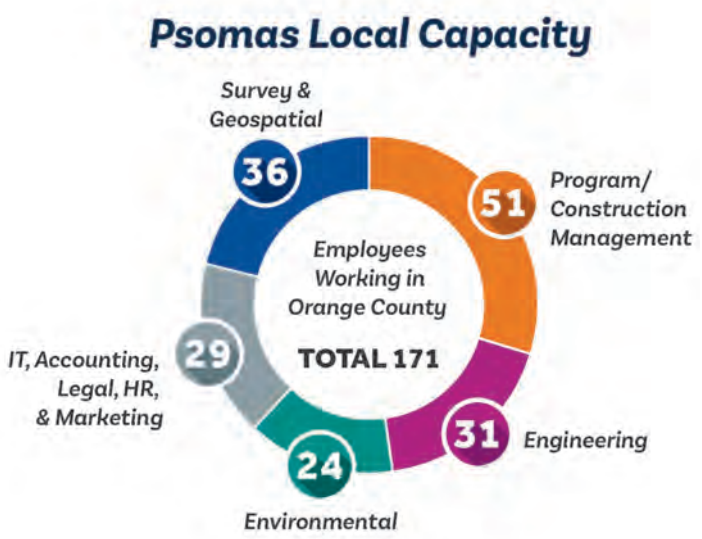
Founded in 1946, Psomas is dedicated to balancing the natural and built environment by providing sustainably engineered solutions to public and private sector clients. As a full-service consulting firm, we help our clients create value by planning, designing, and delivering complex projects. The cornerstone of our business approach is to focus on our clients' longterm needs and guide our strategic growth to meet those needs. Our core strength is our multi-discipled teams of professionals in all Psomas offices, who work together seamlessly.

Markets served by Psomas include land development, water, transportation, and energy with the following services offered:

- Environmental Planning and Resource Management
- Civil Engineering
- Surveying and Geospatial Services
- Construction Management/Project Management

Office Locations

Psomas operates across 16 offices throughout California, Arizona, Utah, and Washington, with the Santa Ana office serving as the central hub for services under this contract. Our Environmental Group, which includes Environmental Planning and Resource Management is based in Southern California and designates our Santa Ana office as the primary site for City-related support, including oversight by Project Manager Richard Lewis, who is readily available for in-person meetings.





Extensive Psomas Team Experience

Members of the Psomas team for this project have been providing biological, restoration, regulatory, cultural resource, geotechnical engineering, and community support services for over three decades. Many of our projects span multiple years, giving our staff deep institutional knowledge, best practices proficiency, and lessons learned that will provide insight, continuity, and efficiency for the work efforts associated with the park.

As demonstrated in the qualifications materials presented, the Psomas team has provided these types of services to various public agencies.

Our in-house technical capabilities include:

- Biological Resources Surveys/Assessments and Monitoring
- Regulatory Services and Permitting
- Habitat Restoration/Mitigation Planning and Monitoring
- GIS Services
- Cultural Resources Assessments and Monitoring
- Tribal Cultural Resources Coordination (Assembly Bill [AB] 52 and Senate Bill [SB] 18)
- Environmental Planning
- Civil engineering
- Survey and geospatial services
- Site development engineering
- Transportation/traffic engineering
- Structural engineering
- Water/wastewater engineering
- Land planning and urban design
- Project/Construction management

Relevant Experience

The following project summaries provide details of relevant projects undertaken by Psomas representing our team's professional experience. These projects demonstrate our overall capabilities in managing complex environmental analysis, design, and management required for projects and programs in a variety of settings.

References

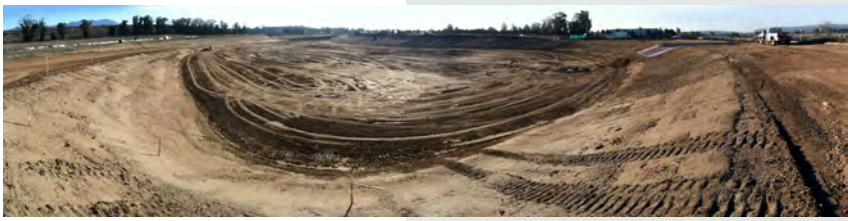
We have provided six reference contacts with the project information to demonstrate our experience for meeting the City's needs. Each project speaks of the Psomas team's overall capabilities and competence in managing complex projects/programs, and highlights various aspects of our experience, which would be applied to this contract.

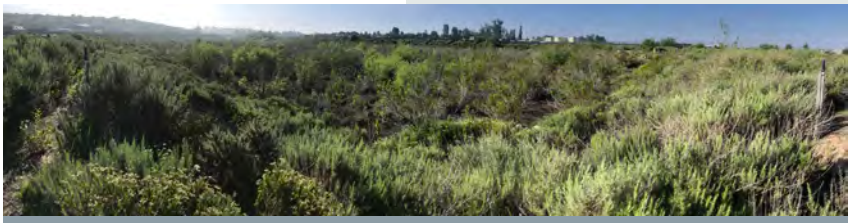
Alton Parkway Extension Project Mitigation Program, Habitat Maintenance, and Performance Monitoring

Irvine, CA | OC Public Works

Relevance to Project

- Develop, Manage, and Monitor a Large-Scale Habitat Creation and Enhancement Program
- Document Site Conditions (Written and Photographic)
- Perform Biological Impact Analysis and Prepare Technical Report
- Prepare Environmental Documentation (EIR)
- Coordinate with Resource Agencies
- Protection of Sensitive Bird Species
- Perform Focused Plant and Wildlife Surveys





On-Site Habitat Creation at the Alton Parkway Wildlife Corridor Link After Mass Excavation (2011) and Native Vegetation Establishment

Psomas prepared the Environmental Impact Report (EIR) and provided biological, cultural, and restoration/mitigation planning and monitoring support services for this project which provides circulation enhancements and completes a critical gap closure in the regional roadway network. Psomas performed vegetation mapping; conducted general wildlife surveys; conducted special status plant surveys; and conducted focused surveys for federal and State listed bird species. Psomas prepared a Biological Technical Report to evaluate impacts for the County portion of the project and to provide mitigation measures consistent with the Central-Coastal Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP). Psomas prepared the Habitat Mitigation and Monitoring Program and monitored habitat establishment for the on-site and off-site mitigation areas. The 14-acre on-site mitigation is part of a critical regional habitat corridor that connects open space in the Santa Ana Mountains and the coastal preserves. The 82-acre off-site mitigation occurs along a 2.75-mile reach of Aliso Creek. The sites have been colonized by multiple special status bird species including the least Bell's vireo, coastal California gnatcatcher, and coastal cactus wren.



A male least Bell's vireo at the Wildlife Corridor Link

PROJECT AWARDS

2012, ASCE - Orange County Project of the Year

SERVICE DATES

01/2007 - Present

REFERENCE

- Jennifer Shook Manager, OC Mitigation and Construction Compliance
- (714) 955-0615 jennifer.shook@ocpw.ocgov.com

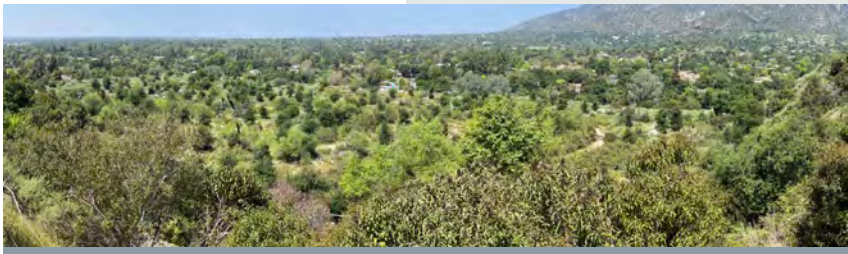
Santa Anita Oak Woodland Habitat Revegetation/ Mitigation Program Implementation

Los Angeles County, CA | Los Angeles County Public Works

Relevance to Project

- Habitat Restoration Planning
- Community Engagement
- Revegetation of an Engineered Landform
- Soils Fertility Treatments
- Native Plant and Seed Palettes
- Provide High Quality Wildlife Habitat





Lower Sediment Placement Site Before (2013) and After (2024) Mitigation Implementation Showing the Developing Oak Woodland

Psomas prepared an Oak Woodland Habitat Mitigation Program in coordination with the California Department of Fish and Wildlife to mitigate impacts to oak woodland and coastal sage scrub associated with the Santa Anita Dam Riser Modification and Reservoir Sediment Removal Project. This project involved Los Angeles County Public Works' removal of approximately 325,000 cubic yards of sediment from Santa Anita Dam Reservoir. The mitigation area is a nearby sediment placement site located at the facility. The program includes the collection of seed materials from the local sub-watershed for container species propagation and seed mixes; innovative large-scale salvage and placement of coarse woody debris (e.g., oak trunks/boughs), boulders, and brush piles, and the upright placement of salvaged oak and sycamore snags to facilitate natural decay processes and to provide micro habitat for wildlife colonization and use; phased establishment of oaks via container planting and direct-seeding of acorns; and several experimental treatments (e.g., caging, shading, soils enhancements). Psomas is responsible for habitat maintenance (via subcontractor) and biological monitoring tasks; quantitative vegetation analysis; oak tree evaluations by a Certified Arborist; and wildlife surveys including nesting birds. The vegetation cover and diversity exceed most of the final performance standards. Wildlife diversity and abundance is exceptionally high including 118 observed native vertebrate species, 16 nesting native bird species, and more than 155 species of native plants. Project information is available on Public Works' website at https://dpw.lacounty.gov/wrd/Projects/SAHMP/



Woodpeckers on a Placed Snag

PROJECT AWARDS

2017, Environmental Excellence Merit Award, American Council of Engineering Companies, California

2016, Outstanding Environmental Engineering Project, American Society of Civil Engineers Metropolitan Los Angeles Branch

SERVICE DATES

2009 - Present

REFERENCE

- Maria Lee, Associate Civil Engineer
- (626) 458-6126 marlee@dpw.lacounty.gov

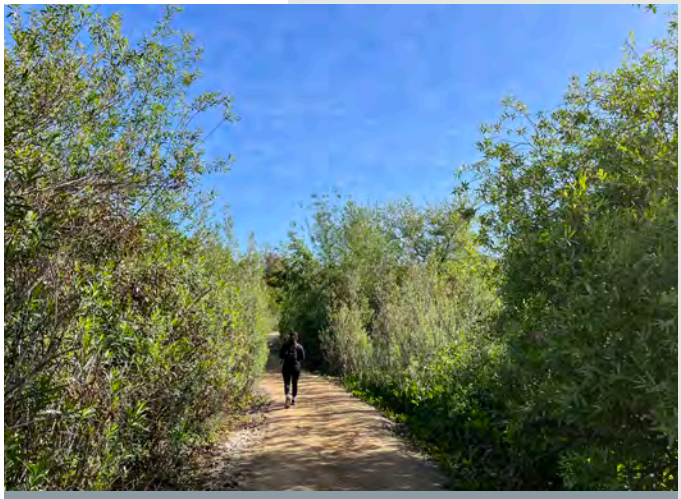
OC Public Works Environmental, Regulatory, and Habitat Restoration On-Call Contract Services

Orange County, CA | OC Public Works

Relevance to Project

- **Natural Resources Design/Planning**
- **Slope Stabilization/Revegetation**
- **Biological Surveys and Sensitive Species Monitoring**
- **Environmental Documentation (CEQA)**
- **Cultural Resources Management Planning**
- **Resource Consultation and Environmental Permitting**

Psomas has provided environmental, biological, habitat restoration, and regulatory services on an as-needed basis for various public works projects as part of continuous on-call contracts with the County of Orange since 2001. Our most recent on-call contract began in December 2020 and extends through December 2025.



Lower San Diego Creek Operation and Maintenance Project Off-Site Mitigation at the Peters Canyon Wash Mitigation Area

Psomas supports OC Public Works with a range of tasks required to support environmental documentation, biological and regulatory permitting, biological surveys and monitoring for permit compliance during construction, and maintenance of infrastructure and flood management projects. These projects involve flood control channels, natural drainages, and ocean outlets. Representative task orders completed as part of the on-call contracts include the following:

- Alton Parkway Extension Project On-Site and Off-Site Mitigation Program – Biological Surveys, Biological Monitoring, Restoration Planning, Habitat Mitigation Monitoring
- San Diego Creek Reach I Proposed Maintenance – Biological Surveys
- San Diego Creek Reach II Operation and Maintenance Project – Biological Surveys, Biological Monitoring, and Permit Compliance
- Peters Canyon Wash Mitigation Site - Biological Surveys, Biological Monitoring, Restoration Planning, Habitat Mitigation Monitoring
- Avenida La Pata Extension Project – Onsite Habitat Mitigation Monitoring, Habitat Mitigation and Monitoring Plan/Program Revisions, Biological Surveys, Biological Monitoring
- Laguna Canyon Road Flood Control and Road Improvement Projects – Biological Surveys, Biological Monitoring, Archaeological/Paleontological Monitoring, Restoration Planning, Habitat Mitigation Monitoring
- Edinger Avenue Bridge Over Bolsa Chica Channel Replacement Project – Biological Surveys, Biological Monitoring, Archaeological/Paleontological Monitoring, Onsite Habitat Mitigation Monitoring

SERVICE DATES

2001 - Present

REFERENCE

- James Volz, Senior Civil Engineer
- (714) 647-3904 james.volz@ocpw.ocgov.com



San Diego Creek "Reach II"

Arroyo Seco Restoration/Planning Projects

Pasadena, CA | City of Pasadena

Relevance to Project

- Native Habitat Restoration
- Active Parkland Contexts/Reconceived Trails
- Intensive Community Engagement
- Cultural Resource Assessments



New Pedestrian Bridge over Rehabilitated Berkshire Creek

The City of Pasadena retained Psomas to provide habitat restoration planning, regulatory permitting, community outreach, tribal coordination, and implementation services on multiple projects along the City's approximately 8-mile reach of the Arroyo Seco.

- **Upper Arroyo Seco Habitat Enhancement Plan (HEP):** Psomas prepared this broad plan that envisions habitat restoration and enhancement across 881 acres of open space in the foothills of the San Gabriel Mountains. The HEP provides a framework of prioritized elements to enable the City to strategically apply its resources to the greatest benefit for habitats and the community. The process included a rigorous review of existing plans/documentation, field technical studies to map vegetation types, Geographic Information System (GIS) applications such as slope analysis, recommended methods of invasive species control, and specifications for bid packet preparation. Upon the completion of the HEP, Psomas designed a demonstration project with multiple events of field restoration instruction to youth crews from Outward Bound Adventures with weeding days, tree plantings, and native seed application.
- **Berkshire Creek, Oak Grove, and Lower Arroyo Seco:** Psomas prepared restoration plans and specifications, collected and propagated a high diversity of native seeds/plants from the local subwatersheds, prepared environmental documentation pursuant to the California Environmental Quality Act, and monitors site preparation and installation. The plans provide guidelines for removing invasive exotic vegetation while protecting sensitive biological resources. The goal of the restoration is to optimize habitat/ interpretive values at the wildland-urban interface. These projects include intensive community engagement and owner-designer-engineer collaboration to yield transformative results for the community.
- **Berkshire Creek:** This award-winning project improved the ecological, hydrological, and recreational conditions for a 5-acre area within Hahamongna Watershed Park. A formerly degraded channel was improved via placement of new infrastructure to separate low and high flows to stabilize the system. The project included close coordination between Psomas and the City to develop an engineering solution that solved the hydraulic issue with little to no visible impact, such that the surface of the creek retains a natural appearance.

PROJECT AWARDS

BEST Award, American Public Works Association, 2020 (for Berkshire Creek)

SERVICE DATES

2008 to Ongoing

REFERENCE

- Brent Maue, City Engineer, Public Works Department
- 626.744.4307 bmaue@cityofpasadena.net

- **Oak Grove:** More than 60 native oak plants/ seedlings were installed to remedy a lack of natural seed germination and survival in the disturbed habitat area. The new oaks were installed with protective caging to enhance their growth and survival in this high-use park setting. Psomas led volunteer restoration efforts with a group associated with the historic disk golf course at HWP.
- **Lower Arroyo Seco:** Following the seismic retrofit of Van de Kamp bridge, Psomas designed a total of 4.25 acres of habitat restoration in the vicinity of this historic infrastructure. The disturbed areas were revitalized with reconceived trails bordered by boulders, new native oak/ walnut trees and understory plantings. Psomas prepared a Categorical Exemption for this effort.
- **Arroyo Seco Water Reuse Project:** Psomas is preparing a Mitigated Negative Declaration and has prepared a tree survey, jurisdictional delineation, and cultural resource and biological resource assessments. Psomas worked with the City, the project engineer, and landscape architect to minimize impacts to existing trees. Psomas will provide guidance on plant palettes, sources, and installation of a high diversity of native seeds/plants from local watersheds. The project would improve water quality within the Arroyo Seco by routing flow from San Rafael Creek through a series of recharge basins and other filtration features before returning treated water to the Arroyo Seco channel. Improved and expanded publicly accessible trails, hardscape elements, and educational features would also be provided.
- **One Arroyo Trail Demonstration Project:** Psomas prepared a Categorical Exemption, jurisdictional delineation, cultural resource and biological resource assessments. The project purpose is to improve public accessibility, trail condition, and connectivity with other trails in the Central/Lower Arroyo Seco.
- **Arroyo Seco Canyon Project:** Psomas prepared the original Mitigated Negative Declaration for this project, which would rehabilitate the water diversion infrastructure in the upper Arroyo Seco and restore water rights usage for the City. A series of recharge basins would be created with native habitat and public trails. Psomas was also responsible for regulatory permitting and multiple studies combining hydrology and biology to understand the effects of the project on downstream biological resources.
- **Other Arroyo Seco Projects:** Psomas provided additional environmental services such as regulatory permitting, biological surveys and habitat assessments (e.g., nesting bird, raptor, and redlegged frog surveys; coastal California gnatcatcher), biological monitoring, streambed maintenance monitoring, and field botanical and certified arborist knowledge.

Magnolia Tank Farm Specific Plan Program Environmental Impact Report

Huntington Beach, CA | City of Huntington Beach

Relevance to Project

- **Environmental Impact Report**
- **Conducted Peer Review of Applicant Prepared Studies/Reports (Same Studies/ Reports as Proposed Project)**
- **Mixed-Use Development**
- **Peer Review of Multiple Technical studies**



Magnolia Tank Farm

Psomas prepared a Program Environmental Impact Report (PEIR) under CEQA for the Magnolia Tank Farm Project in collaboration with the City of Huntington Beach. The project site is located in the Coastal Zone near Magnolia Marsh and previously contained three oil tanks, which were removed in 2017. Psomas conducted a Scoping Meeting and Planning Commission Study Session to engage stakeholders during the environmental review process. The Draft PEIR evaluated two alternatives and supported a Specific Plan proposing a mixed-use development with a lodge, retail space, and up to 250 residential units. The plan also designates 2.8 acres each for Coastal Conservation and public parkland.

SERVICE DATES

12/2017 to 01/2021

REFERENCE

- Ricky Ramos, Principal Planner, Department of Community Development
- (714) 536-5624 rramos@surfcity-hb.org

Addendum to the City of Newport Beach General Plan Update Environmental Impact Report for The Ritz-Carlton Residences Project

Newport Beach, CA | City of Newport Beach

Relevance to Project

- **Local Agency (City of Newport Beach)**
- **Preparation of CEQA Document (Addendum to EIR)**
- **Peer Review of Multiple Technical studies**

Psomas prepared an Addendum to the City of Newport Beach General Plan Update EIR under CEQA for the Ritz-Carlton Residences Project located at the 9.53-acre VEA Newport Beach resort. The project involves converting up to 30% of the existing 532 hotel rooms into hotel branded residences while maintaining the total room count. Harbor Landing would be demolished, and Harbor Point partially reconfigured, resulting in a reallocation of 159 units to a new 22-story residential building standing approximately 295 feet tall. To support the development, the existing hotel parking structure would be replaced by a new six-level, 403-space facility. Additionally, a separate five-level, 429-space subterranean parking garage would be built to serve the new residences.

SERVICE DATES

01/2022 to 06/2022

REFERENCE

- Matthew Schneider, Principal Planner
- (949) 644-3219 mschneider@newportbeachca.gov

The Psomas Team

Psomas' key personnel are professionals passionate about delivering multi-benefit projects that achieve the required engineering solution, while preserving and restoring environmental resources. Through their collective efforts, they will work diligently to achieve the highest accuracy and efficiency in all their work products. Their project roles are illustrated on the organization chart, and resumes for key personnel are included in the Appendix, pages A1 - A22. Key personnel will be available to the extent proposed for the project's duration, and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

Subconsultants

The management and coordination of our consultant team is a hallmark of Psomas. Our ability to select a first-class team of subconsultants is one of the keys to our continued success in designing award-winning projects, throughout California. We have selected highly qualified subconsultants whom we have trusted for years to clearly understand our design goals and methods for producing quality documents. Below is their firm overview.

GMU Engineers & Geologists

Founded in 1967, GMU Engineers & Geologists is a leading consulting firm in Southern California, renowned for its innovative, cost-effective, and constructable engineering solutions across complex and high-profile projects. With a Caltrans- and AMRL-approved in-house laboratory, GMU has maintained a legacy of technical excellence and project success for over five decades. Their highly qualified team includes licensed engineers, geologists, pavement specialists, and certified inspectors, and they are consistently recognized as one of Orange County's top-performing geotechnical and pavement consulting firms known for their punctual and budget-conscious delivery.

Capo Projects Group

Capo Projects Group, established in 2013 and certified as a Small Business, is a construction services and technology firm specializing in project controls, scheduling, estimating, construction management, and claims analysis. With 26 employees serving clients nationwide—particularly in Southern California—Capo delivers tailored solutions to increase efficiency and profitability for general contractors, owners, and engineers. Their multi-disciplinary team, enriched by decades of field experience, offers scalable support across the construction, engineering, public works, and utilities sectors. Capo is proud to assist Psomas with scheduling, constructability reviews, change order analysis, and cost control, backed by a deep understanding of the practical demands of each discipline.



California Rose at Fairview Park Project Site

Organization Chart

Richard B. Lewis III, ENV SP, will serve as the Project Manager, and primary point of contact for this project.

* Key Staff

City of Costa Mesa

Mike Fuentes

PROJECT MANAGER RESTORATION ECOLOGIST
* Richard B. Lewis III, ENV SP
PSOMAS

PRINCIPAL-IN-CHARGE, QA/QC MANAGER
* Alia Hokuki, AICP
PSOMAS

Environmental

SENIOR REGULATORY SPECIALIST
* David Hughes
PSOMAS

REGULATORY SPECIALIST / SENIOR BOTANIST
Allison Rudalevige
PSOMAS

RESTORATION ECOLOGIST
Busy Rylander
PSOMAS

PROJECT PLANNER/ MANAGER
* Sean Noonan
PSOMAS

SENIOR BIOLOGIST
Lindsay Messett, CWB
PSOMAS

ENVIRONMENTAL PLANNER
Jordan Werkmeister
PSOMAS

CULTURAL RESOURCES MANAGER
* Charles Cisneros, MS, RPA
PSOMAS

CULTURAL RESOURCES TECHNICAL SPECIALIST
Heather Garnett
PSOMAS

Geotechnical Engineering

PRINCIPAL ENGINEER/GEOLOGIST
* Ali Bastani, PhD, PE, GE, F.ASCE
GMU

SENIOR ENGINEER/GEOLOGIST
* Katie Farrington, MS, PG, CEG
GMU

Engineering

PRINCIPAL ENGINEER
* Sarah Curran, PE, QSD
PSOMAS

ENGINEERING PROJECT MANAGER
Emma Harrison, PE, QSD, ENV SP, DBIA
PSOMAS

ASSISTANT ENGINEERING PROJECT MANAGER
Chase Lawson, PE, ENV SP
PSOMAS

SENIOR EARTHWORK ESTIMATOR
Raul Salazar
CAPO PROJECTS GROUP

SENIOR CIVIL ENGINEER
Trevor Kroesch
CAPO PROJECTS GROUP

TAKE-OFF TECHNICIAL
Austin Ermisch
CAPO PROJECTS GROUP

Appendix:

A - Key Personnel Resumes

- Richard Lewis
- Alia Hokuki
- Sean Noonan
- David Hughes
- Charles Cisneros
- Sarah Curran
- Ali Bastani
- Kathryn Farrington

B - Forms

- Vendor Application Form
- Ex Parte Communications Certification
- Disclosure of Government Positions
- Disqualification Questionnaire
- Company Profile & References
- Bidder/Applicant/Contractor Campaign Contribution

RICHARD B. LEWIS III, ENV SP

Project Manager, Restoration Ecologist – Psomas



626.204.6528
richard.lewis@psomas.com

EDUCATION

1988/BS/Biology/Pacific Union College

CERTIFICATIONS

Envision Sustainability Professional/Institute for Sustainable Infrastructure/21728

PROFESSIONAL AFFILIATIONS

California Botanic Garden

California Native Plant Society

California Society for Ecological Restoration

Southern California Botanists

Southern California Academy of Sciences

Theodore Payne Foundation for Wild Flowers and Native Plants

Xerces Society for Invertebrate Conservation

EXPERIENCE

With Psomas for 26 years; with other firms for 5 years

Richard Lewis is a Senior Restoration Ecologist and Biologist with 31 years of professional experience. He is responsible for developing habitat restoration and mitigation programs; managing native plants/seeds procurement; conducting botanical surveys and vegetation mapping; coordinating special status species surveys; providing designs/strategies for urban biodiversity; and preparing community involvement/education programs and literature. Richard currently manages eight habitat restoration sites comprising over 119 acres of habitat, of which four sites have been occupied by federally listed wildlife species. A total of 22 mitigation programs managed by Richard, totaling 255 acres of habitat, have been signed-off by the resource agencies since 2006.

Experience

Prima Deshecha Landfill Project Regulatory Planning and Habitat Restoration Services – San Juan Capistrano, CA: Restoration Ecologist for habitat mitigation planning and monitoring for this large-scale program implemented by OC Waste & Recycling. The program addressed complex restoration of 150+ acres of coastal sage scrub, riparian habitat, and thread-leaved brodiaea (a special status plant species) including massive stream reengineering and slope stabilization. Richard coordinated with the USFWS, the CDFW, the USACE, and landfill personnel, with particular emphasis on sensitive species requirements. Richard participated in bioresource analysis; site selection; detailed construction specifications and landscape plans; invasive vegetation control; plant palettes, seed mixes, and typical plant layouts; monitoring of site grading; revegetation of the initial 25.5-acre habitat mitigation site; detailed vegetation mapping of a wetlands complex that included freshwater marsh, alkali marsh, and alkali meadow vegetation; and remedial measures. He monitored non-native plant species eradication, native plant salvage, soil treatments, irrigation system installation, container plant installation, seed mix application, and erosion control. He attended weekly construction meetings, prepared weekly progress reports and photo documentation for the resource agencies, and performed annual quantitative surveys of vegetation performance. As a result of the restoration efforts, the formerly unvegetated (following mass grading) riparian mitigation site along the Prima Deshecha watercourse supported multiple territories of the federally and State listed Endangered least Bell's vireo.

Oceanfront Estates Mitigation Program Habitat Mitigation Planning and Monitoring Project – Rancho Palos Verdes, CA: Project Manager for the program that provided mitigation for impacts to coastal sage scrub, bluff (cliff) face, and riparian habitat that resulted from project construction for a residential development site in Rancho Palos Verdes. The program included a 30.0-acre coastal sage scrub (CSS) mitigation site, and a 0.5-acre riparian mitigation site. The CSS site is located along the edge of the scenic coastal bluffs that extend to the north of Point Vicente. The habitat restoration

effort was successful, and the USACE, the USFWS, and the CDFW, signed-off on the mitigation program. Richard was responsible for coordinating with the landowner, agencies, contractors, and vendors (e.g., native plant nurseries) as part of the long-term program. He managed technical staff including botanists, wildlife biologists, and other natural resource specialists, who assisted with monitoring and documentation activities. Richard supervised the notable detection and documentation of the federally listed Threatened coastal California gnatcatcher in multiple locations within restored CSS habitats on site nearly 15 years since the most recent prior observation of this species on the property.

Pointe Monarch Project Restoration and Fuel Management Program and Wetlands Buffer Enhancement Program – Dana Point, CA: Restoration Ecologist for the Restoration and Fuel Management Program (10.4 acres) and the Wetlands Buffer Enhancement Program (0.8 acre) for the Pointe Monarch Project. The project site met fifth-year performance criteria at the two-year mark, and the pre-existing population of the federally listed Threatened coastal California gnatcatcher (gnatcatcher) was protected throughout project development, construction, and fuel modification zone installation activities. The restoration areas are adjacent to heavily used public trails as well as residential and commercial zones. Richard proposed, and the developer implemented, a voluntary native revegetation corridor to improve connectivity for wildlife between the CSS and wetland areas, and gnatcatchers were subsequently observed using planted transitional riparian vegetation surrounding the formerly degraded wetland basin. Richard monitored preliminary weed abatement, native plant materials installation, and trails improvements, and he coordinated gnatcatcher surveys within the project's restoration areas. He also coordinated with the project landscape architect, the Orange County Vector Control District, and the Orange County Fire Authority on vegetation and public safety issues associated with the project. The USFWS and the California Coastal Commission (CCC) signed off the Restoration and Fuel Management Program and the Wetlands Buffer Enhancement Program; the CCC indicated they were pleased with the variety of birds that were making use of the enhanced wetland area.

Alton Parkway Extension Project On-Site Mitigation Program, Habitat Maintenance, and Performance Monitoring – Irvine, CA: Project Project Manager for this large-scale program to mitigate for habitat impacts associated with extending Alton Parkway from Irvine Boulevard to Towne Centre Drive. The mitigation includes a 400-foot-wide by 0.25-mile-long canyon (the 'Wildlife Corridor Link'/WCL) created via mass excavation of former agricultural fields. The WCL conveys storm flows from Central-Coastal Natural Community Conservation Plan (NCCP) reserve areas, through Borrego Canyon Wash, into a project-constructed 'flow splitter' that diverts a portion of flows into the mitigation channel. The WCL connects downstream through the Great Park wildlife corridor to a linear open space network that ultimately connects with coastal areas including Crystal Cove State Park. The WCL is a vital link to improve the fitness of regional wildlife populations. Richard designed a planting and seeding program to establish diverse vegetation communities to encourage wildlife colonization. He recommended, and OC Public Works implemented, the planting of hundreds of native coast cholla and seaside prickly-pear (cactus) cuttings on an adjacent non-mitigation area that was graded as part of roadway construction. He arranged for tons of surplus, rip-rap materials (large boulders) from roadway project construction, to be placed on the site for important niche habitats for wildlife, while conserving resources associated with transporting these materials off site. He coordinates annual focused/protocol surveys and documentation for the federally and State listed least

Bell's vireo, and the federally Threatened coastal California gnatcatcher (gnatcatcher), and the coastal cactus wren (cactus wren). The cactus wren is a California Species of Special Concern where it occurs in San Diego and Orange Counties, and it is a Covered Species in the NCCP/HCP. The formerly unvegetated (post-grading) site was colonized by multiple breeding pairs of the least Bell's vireo, and the gnatcatcher, in multiple years during the maintenance period. Other special status species observed on the WCL include the orange-throated whiptail (lizard), and a diversity of other wildlife species such as raptors ('birds of prey' such as hawks, owls), bobcats, and various native snake species, have beneficially colonized the corridor. The cactus wren was observed using planted cholla and prickly-pear on the site—several years after planting—upon the maturation of these slow-growing native cacti upon which the species depends.

Alton Parkway Extension Project Off-Site Habitat Mitigation Planning and Monitoring Program – Lake Forest, CA: Project Manager for this large-scale program that mitigates for habitat impacts associated with a major roadway extension project. The program includes eradicating 14.5 acres of non-native vegetation, and enhancing native vegetation, within an 82-acre site along a 2.75-mile reach of Aliso Creek. Richard mapped invasive vegetation, and participated in the development of the Habitat Mitigation and Monitoring Plan. He coordinated with the USACE, the CDFW, the USFWS, the County of Orange, and Project Engineers regarding overall site location and design. The program included the removal of several acres of invasive giant reed using heavy equipment, and numerous non-native trees such as gum and Peruvian pepper. He recommended, and OC Public Works implemented, voluntary measures to improve vegetation resources for wildlife including the planting of hundreds of coast cholla and seaside prickly-pear cactus to benefit the local population of the coastal cactus wren (cactus wren)—a California Species of Special Concern and a Covered Species in the Central–Coastal NCCP/HCP. Richard coordinates annual focused/protocol surveys for the federally and State listed Endangered least Bell's vireo, the federally listed Threatened coastal California gnatcatcher (gnatcatcher), and the cactus wren on the WCL site. Since project implementation, as many as 18 territories of the cactus wren have been identified in the project corridor, in addition to multiple gnatcatcher territories, and other special status species. Likely as the result of native vegetation enhancement, the least Bell's vireo—for which there were no known prior records within this reach of Aliso Creek—was detected by Psomas biologists, and multiple pairs were documented nesting on the site.

Santa Anita Dam Riser Modification and Sediment Removal Project Oak Woodland Habitat Mitigation Program – Arcadia, CA: Project Manager for this multiple-award-winning habitat creation program for Los Angeles County Public Works (Public Works). The program includes the salvage and placement of tons of coarse woody debris, natural boulders, native mulch, the placement of upright 'snags' for wildlife value, and the establishment of hundreds of native oaks. High biodiversity has established on the formerly unvegetated site including 118 vertebrate wildlife species (96 native bird species of which 16 species have nested on the site) and numerous invertebrates; 158 native plant species including excellent growth and survival of 100's of planted oaks and native ferns; and beneficial fungi. Richard manages a team of restoration contractors; landscape architects; seed collectors; native plant nurseries; and Psomas' botanists, certified arborists, and wildlife specialists.

ALIA HOKUKI, AICP

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EDUCATION

1996/MA/Masters of Urban and Regional Planning/University of California, Irvine

1991/BA/Development Studies/ University of California, Los Angeles

CERTIFICATIONS

American Institute of Certified Planners/No. 112796/American Planning Association/112796

PROFESSIONAL AFFILIATIONS

American Planning Association

Association of Environmental Professionals

EXPERIENCE

With Psomas for 10 years; with other firms for 20 years

Alia Hokuki serves as a senior project manager of environmental planning projects. She has over 30 years of experience in the environmental and policy planning field with a focus on environmental impact assessments for public and private sector clients. Alia's area of focus includes the preparation and management of environmental compliance documents pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). She has managed a variety of projects, including land use (e.g., mixed-use, redevelopment infill, recreational, residential, commercial/retail, office, and institutional [education and healthcare]) and infrastructure.

Experience

Annandale Canyon Open Space Trail Access Improvements Project Initial Study/Mitigated Negative Declaration – Pasadena, CA: Project Manager for the preparation of an IS/MND for the Annandale Canyon Open Space Trail Access Improvements Project. The project will provide an open space area with accessibility to the public. The City-owned site consists of approximately 23 acres of undeveloped land in Annandale Canyon at the western edge of the City. The project is composed of several improvements to the site, which include a new trailhead at the end of Wierfield Drive, a trail, and an observation point on a hilltop of the San Rafael Hills.

One Arroyo Trail Demonstration Project Categorical Exemption – Pasadena, CA: QA/QC Manager for this CE that involves various trail improvements in two separate areas—the Upper Loop Trail and Lower Loop Trail, encompassing a total of approximately 3.8 miles in the Arroyo Seco—proposed by the One Arroyo Foundation. The purpose of the project is to provide safer, more accessible, and more contiguous routes by rehabilitating existing trails through stabilization of deteriorated trail segments, as well as improvements to trail features and connecting segments of existing trail alignments. Psomas is also preparing a Biological Resources Assessment, including jurisdictional delineation, and a Cultural Resources Assessment. Psomas will assist in acquiring regulatory permits pursuant to the Clean Water Act.

Mayberry Parker Bridge Access Improvements Initial Study/Mitigated Negative Declaration– Pasadena, CA: QA/QC Manager for this bridge improvement project, which consists of providing a safer, more accessible, and more contiguous route across the historic Mayberry Parker Bridge by rehabilitating existing trails through stabilization of deteriorated trail segments, stairways, stone walls, and eroded slopes; providing new pedestrian access to the Bridge; and providing a new crosswalk at Arroyo Boulevard and Westminster Drive.

Campus Kilpatrick Wastewater Treatment Plant– Malibu, CA: QA/QC Manager for preparation of engineering design documents and engineering services during construction for the installation of a new package

wastewater treatment plant (WWTP) for a juvenile rehabilitation center. The WWTP used membrane technology with ultra-violet disinfection to produce effluent able to comply with California Code of Regulations, Title 22 requirements for the appropriate and allowable use of recycled water and the waste discharge requirements set by the CA Regional Water Quality Control Board. Project included a siting study to determine the best location for the new WWTP. Considerations for selecting the WWTP site were based on economics, environmental issues relative to California Coastal Commission and CEQA, access for waste hauling, and operation and maintenance. QA/QC Manager for the preparation of the CEQA document.

Finkbiner Park Stormwater Capture Project IS/MND – Glendora, CA: QA/QC Manager for this stormwater project funded by the Los Angeles County Safe Clean Water Program, which consists of construction of a regional stormwater runoff capture facility within Finkbiner Park to provide multiple benefits including improved flood control, water quality, and water supply (through infiltration to groundwater). The Project would also include in-kind replacement of existing facilities within the site; conversion of the alley along the northern site boundary into a green alley through installation of permeable pavement; and installation of a recirculating stream, native landscaping, and adjacent path in the southeast portion of the site as a new passive recreation opportunity in the park.

Pacoima Reservoir Restoration Project Program Environmental Impact Report – Los Angeles County, CA: Project Manager for preparation of a Program EIR for removal of accumulated sediment from the reservoir to preserve the reliability and safety of the dam. The project includes three phases; Phase 1 proposes removal of 1.5 MCY of sediment, and Phase 2 consists of removal of between 2.2 to 4.0 MCY of sediment. Phase 3 of the Project will involve establishing a long-term maintenance program for the reservoir to avoid the need for future large-scale projects. The activities that would occur annually over the course of the implementation schedule include, reservoir access; reservoir dewatering; sediment excavation; sediment transportation; and sediment placement.

Big Tujunga Reservoir Restoration Project Revised and Recirculated Initial Study/Mitigated Negative Declaration and Environmental Assessment/Finding of No Significant Impact – Los Angeles County, CA: Project Manager for preparation of a Recirculated IS/MND and an EA/FONSI for this Project that involves removal of sediment from the Big Tujunga Reservoir and placement of the sediment in the adjacent Maple Canyon Sediment Placement Site. The Project involves the use of trucks and equipment to remove sediment and restore capacity to the reservoir for purposes of flood control and water conservation. The following minor activities would also occur: 1) hydroblasting to flush a stilling well on the dam crest; 2) repairing the hydraulic sluicegate; 3) paving the unpaved sections of the north access road and repairing the culvert crossing; 4) incorporating slope protection measures adjacent to the spillway; 5) rehabilitating the northern reservoir access ramp to safely access the Reservoir bottom; 6) installing a boat dock at the dam face; and 7) performing minor coring on existing dam riser.

Magnolia Tank Farm Specific Plan Program Environmental Impact Report – Huntington Beach, CA: Project Manager for the redevelopment of a 29-acre site (within the coastal zone) with a mixed-use development consisting of a 230,000-SF lodge that includes a maximum of 175 guest rooms and guesthouse-style, budget-oriented, family/group overnight accommodations with 40 beds, and ancillary resident- and visitor-serving retail and dining; up to 250-unit residential village; 2.8 acres of coastal

conservation adjacent to Magnolia Marsh; and 2.6 acres of park. The area adjacent to Magnolia Street will be designated as open space park and include a pedestrian trail that will link the project's visitor-serving and residential uses to a future pedestrian trail within the open space conservation area adjacent to the Huntington Beach Channel and the Magnolia Marsh.

Newport Village Mixed-Used Development Environmental Impact Report – Newport Beach, CA: Project Manager for this project, which involves redeveloping the site and constructing a mixed-use development along West Coast Highway. The project consists of residential units (including affordable units), retail/restaurant, and office uses, as well as parking and related improvements. The project requests a density bonus in exchange for the inclusion of affordable dwelling units. The project includes 198 units including apartments and condominiums, and approximately 63,000 SF of commercial floor area. The project also includes a new publicly accessible plaza and boardwalk along the waterfront, and surface, structured, and subterranean parking spaces. The existing structures at 2241 West Coast Highway (Amaree's building) and 2244 West Coast Highway (office building) would remain, while other structures will be demolished as part of the project.

Addendum to the City of Newport Beach General Plan Update Environmental Impact Report for The Ritz-Carlton Residences Project – Newport Beach, CA: Project Manager for this project that consists of 2.775 acres within the 9.53-acre Newport Beach Marriott Report Hotel property. The Project proposes conversion of up to 30 percent of the existing 532 hotel rooms to hotel branded residences. The demolition of the Harbor Landing building and interior reconfiguration of the Harbor Point building would result in reduction of up to 159 hotel units. The new 22-story building (approximately 279 feet above ground level to the penthouse level with rooftop improvements projecting to 295 FT) would include up to 159 hotel branded residences, but the total units at the VEA Newport Beach, A Marriott Resort and Spa would remain at 532. The new building would include the lobby on level 1, and residential units would start on level 2. Penthouse units would be on levels 21 and 22.

Arroyo Seco Water Reuse Project Initial Study/Mitigated Negative Declaration – Pasadena and South Pasadena, CA: QA/QC Manager for this IS/MND to improve water quality within the Arroyo Seco by routing flow from San Rafael Creek through a series of recharge basins and other filtration features before returning water to the Arroyo Seco channel. A surface stream will be restored, and native habitat will be incorporated throughout, and, where feasible, incorporated with publicly accessible trails as well. Psomas will identify native habitat restoration opportunities as part of the project design process. The project is being funded via the Safe Clean Water Program. Psomas is also preparing a Cultural Resources Assessment and Biological Resources Assessment—including performance of a tree survey, jurisdictional delineation, and special status plant surveys—and air quality, GHG, energy, noise, and transportation technical studies.

Explorer Well Project Initial Study/Mitigated Negative Declaration – Pasadena, CA: Project Manager for preparation of an IS/MND for construction of a new groundwater production well and its connection to the Monk Hill Treatment System to optimize removal of perchlorate and VOCs from mid-plume area of contamination in the underlying aquifer. The project includes a new well, an 800-foot segment of raw water pipeline, and outlet pipes to existing basins.

SEAN NOONAN

Environmental Services Task Manager – Psomas



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EDUCATION

2014/MS/Urban and Regional Planning/California State Polytechnic University, Pomona

2011/MA/Geography/California State University, Fullerton

2006/BA/History/University of California, Santa Barbara

PROFESSIONAL AFFILIATIONS

American Planning Association

Association of Environmental Professionals

EXPERIENCE

With Psomas for 6 years; with other firms for 8 years

Sean Noonan is an Environmental Planner and Project Manager with 14 years of experience working on various types of public and private projects across Southern California. In his current role, Sean prepares and manages the preparation of CEQA/NEPA environmental documents and supporting environmental technical studies. He is also experienced in providing his clients with support related to regulatory permitting, environmental compliance during final design and construction, and environmental constraints during due diligence. Sean works on various project types, but is particularly experienced in providing environmental consulting services for transportation and other infrastructure projects.

Experience

Carlsbad Veterans Park, Master Planning and Environmental Permitting Phase – Carlsbad, CA: Environmental Planner for preparation of an IS/MND for a new 91.5-acre park in the City of Carlsbad. The developable area of the site was only 48 acres due to the presence of native vegetation preserves. Psomas provided civil engineering, environmental, and surveying services for the Project Master Planning Phase and environmental permitting to result in final design concepts and required permits and authorizations for improvements. Sean coordinated environmental technical studies and was the primary author of the IS/MND.

David March Park Phase II Improvements – Santa Clarita, CA: Environmental Planner for this project which included a baseball field, basketball court, restroom building, community gathering area and an additional parking lot. The development area is just over 6 acres and a majority of the project is adjacent to the existing park. Psomas successfully integrated the existing park with additional parking, walking paths, trails, upgrades to the existing park, landscaping, and site furnishing. Psomas was also responsible for establishing survey controls, calculating the record boundary, collecting existing ground visible utilities, and a topographical design survey of the existing park and field, including the surrounding hillside areas. As environmental planner, Sean prepared an EIR Addendum for this project and managed supplemental environmental technical studies including biological and cultural resource evaluations. Key issues on this project included: evaluating and minimizing off-site lighting effects of new lighting; and evaluating potential impacts to newly listed wildlife species.

Hills Preserve Environmental Impact Report – Anaheim, CA: Project Manager for preparation of an EIR for the construction of 498 wrap-style, market rate, for-rent apartment units, six single family residences, and 80,000 SF of commercial uses on an approximately 76-acre site of undeveloped land along Santa Ana Canyon Road in the Anaheim Hills area. Psomas is preparing an EIR and related technical studies to analyze the project's environmental impacts, including biological and cultural resources surveys, focused surveys, a jurisdictional delineation, air quality and greenhouse gas emissions analyses, a health risk assessment, noise and vibration analyses, and a water supply assessment.

City of Los Angeles, Eastern Avenue Multi-Modal Transportation Improvement Project – Los Angeles, CA: Environmental Planner for the project approval and environmental document phase for this project, which proposes for this project, which proposes to re-envision 1.5 miles of Eastern Avenue as a multimodal corridor that is safe and accessible for pedestrian crossing, biking, mass transit, and general driving to employment, education, health care, parks, and recreational centers. The project involves a robust community engagement process. The community engagement process consisted of project data updates via website, flyer creation and distribution, door to door business outreach, surveys, digital ads, email communications, two community meetings, and six focused community meetings. New project features include new signalized intersections, lighting upgrades, pedestrian safety crossing improvements, bicycle infrastructure, landscape elements, and upgrades to transit stops. Psomas prepared a Categorical Exemption Memorandum and coordinated with Caltrans District 7's Local Assistance to complete the Preliminary Environmental Study (PES) form and obtain a Categorical Exclusion for this project

The Center at Needham Ranch, Phase 1 and 2 – Santa Clarita, CA: Project Manager/Environmental Planner for this 186-acre project. Sean led environmental compliance and prepared/processed regulatory permits for the project. He managed environmental compliance with CEQA mitigation measures and permit conditions during project construction, including providing agency notifications, managing biological surveys, and resource agency coordination/reporting, as well as the purchase of compensatory mitigation for the project.

Los Angeles Department of Water and Power As-Needed Regulatory Permitting Services – Los Angeles, CA: Regulatory Specialist for the preparation of Jurisdictional Delineations (JDs) under MBC Aquatics Los Angeles Department of Water and Power (LADWP) On-Call Receiving Water Monitoring Services. Psomas conducted 21 JDs and various biological services for LADWP from 2017-2020 as part of this as-needed regulatory permitting services arrangement. Sean conducted field work, prepared jurisdictional delineation reports, and provided regulatory permitting support. Sean completed eight JDs for LADWP; six in Los Angeles County including Castaic-Haskell L3 Project, Adelanto-Toluca Line 1 500kV Reconductoring Project, Power Pole Replacement Project, Spunky Canyon Weir Maintenance Project, Kenneth Hahn State Recreation Area, and Celilo Sylmar Tower Replacement Project. Sean also prepared a jurisdictional delineation for the South Haiwee, Little Lake, and Jawbone Canyon Projects in Inyo County and Kern County, CA and for the Adelanto Converter Station Project in the County of San Bernardino.

Tustin Ranch Hills Planned Development EIR – Orange County, CA: Environmental Planner for this project, which consists of the replacement of the existing Tustin Hills Racquet and Pickleball Club with a Planned Unit Development consisting of 17 buildings containing 34 single-family townhome units and three single-family detached units for a total of 37 units. As environmental planner, Sean managed the development of environmental technical studies and the preparation of a Draft and Final EIR for this project. A key issue on this project included: evaluating cumulative impacts of multiple subsequent construction projects on the local neighborhood.

Newport Village Mixed-Use Development – Newport Beach, CA: Environmental Planner for this project, which involves demolishing existing structures and redeveloping the project site as a mixed-use development encompassing approximately 9.4 acres on the north and south sides of the West Coast Highway within the City of Newport Beach's Mariners' Mile

corridor. The project consists of 14 residential condominium units on the South Parcel and 108 apartment units on the North Parcel and 128,640 SF of nonresidential floor area. The project also includes a new publicly accessible waterfront promenade.

Arcadia Town Center Initial Study/Mitigated Negative Declaration – Arcadia, CA: Environmental Planner for the preparation of an IS/MND on this project, which consists of 181 residential units and 13,130 SF of ground floor commercial uses. Given the location of this project in downtown Arcadia, this project involves a high level of coordination with the City and Applicant to develop a comprehensive description of how the project would be constructed, including details such as staging, contractor parking, excavation and temporary shoring methods, and utility relocation. Psomas also prepared technical analyses in support of this project, including a traffic study as well as air quality, greenhouse gas emissions, noise, and cultural analyses. Sean coordinated the environmental technical studies and was the primary author of the IS/MND.

Central Harbor Boulevard Transit Corridor Project - PEA Memorandum – Orange County, CA: Project Manager worked with the Orange County Transportation Authority (OCTA) staff to develop a project description, and then to prepare a Preliminary Environmental Assessment (PEA) Memorandum to identify the appropriate level of environmental documentation required for the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance. As Project Manager worked with the Orange County Transportation Authority (OCTA) staff to develop a project description, and then to prepare a Preliminary Environmental Assessment (PEA) Memorandum to identify the appropriate level of environmental documentation required for the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) compliance.

Explorer Well Project Initial Study/Mitigated Negative Declaration – Pasadena, CA: Environmental Planner for preparation of an IS/MND for construction of a new groundwater production well and its connection to the Monk Hill Treatment System to optimize removal of perchlorate and VOCs from mid-plume area of contamination in the underlying aquifer. The project includes a new well, an 800-foot segment of raw water pipeline, and outlet pipes to existing basins. As environmental planner, Sean managed the development of environmental technical studies and the preparation of an IS/MND for this project. Key issues on this Project involved: evaluating the significance of construction noise effects for a project that would require 24-hour drilling for ~3 weeks; and avoiding biological resource impacts in a sensitive location of the City.

DAVID HUGHES

Senior Regulatory Specialist – Psomas



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EDUCATION

2003/MS/Ecological Restoration and Management/University of Wisconsin, Madison

1991/BS/Ecology, Behavior and Evolution/University of California, San Diego

CERTIFICATIONS

Certified Ecological Restoration Practitioner/Society for Ecological Restoration/243

Trained Practitioner, California Rapid Assessment Method (CRAM), Riverine and Depressional Wetland Modules/California Wetlands Monitoring Workgroup

U.S. Army Corps of Engineers Jurisdictional Delineation Training/Richard Chinn Environmental Training, Inc.

Certified Arborist/International Society of Arboriculture/WE-7752A

PROFESSIONAL AFFILIATIONS

American Society of Consulting Arborists

EXPERIENCE

With Psomas for 22 years; with other firms for 1 year

David Hughes is a Senior Project Manager in Restoration Ecology and Regulatory Services with 23 years of experience in mitigation planning, restoration monitoring, wetland delineations, and regulatory permitting. David is also a Certified Arborist and fully trained practitioner of the California Rapid Assessment Method (CRAM) for wetlands. He is responsible for completing Jurisdictional Assessments/Delineation Reports and assisting both private and public entities with obtaining regulatory authorizations from the USACE, the CDFW, the USFWS, the RWQCBs, and the California Coastal Commission (CCC). He is responsible for planning and implementing mitigation projects to comply with regulatory permit conditions and mitigation measures pertaining to the CEQA. David is proficient in habitat site analysis, habitat mitigation program development, restoration monitoring, wetland delineations and assessments, regulations pertaining to jurisdictional waters, tree inventories and protection plans, and general mitigation compliance documentation.

Experience

Ronald Reagan Sports Park Habitat Mitigation and Monitoring Program – Temecula, CA: Project Manager for the habitat mitigation and monitoring program (HMMP) for this project, which involved removing silt from a desilting basin complex and ongoing basin maintenance at the park. The HMMP includes (1) an assessment of impact site and future mitigation site conditions; (2) development of success criteria based on the California Rapid Assessment Method; (3) a discussion of the proposed mitigation program; and (4) guidelines for site preparation, plant establishment, long-term site maintenance, long-term site performance monitoring, and site status documentation. Mitigation components included riparian habitat creation through grading and plant establishment and existing riparian habitat enhancement through the removal of non-native species such as gum trees. Mitigation planning was performed in compliance with (1) the mitigation measures contained in the IS/MND; (2) CDFW and USACE requirements for mitigating impacts to jurisdictional resources; and (3) Western Riverside County Multiple Species Habitat Conservation Plan requirements for mitigating impacts to Riparian/Riverine Resources. The project also includes monitoring maintenance activities and site performance during the required five-year maintenance and monitoring program. Monitoring activities consist of regular qualitative and quantitative site examinations and the development of site status documentation. David performed restoration site monitoring and developed associated status reports in compliance with the approved Habitat Mitigation and Monitoring Program (HMMP) and CDFW and USACE permit requirements. David was also responsible for managing supporting technical staff who assisted with monitoring and documentation activities and for ensuring that project tasks were completed within schedule and budgetary constraints.

Tesoro del Valle Mitigation Program Habitat Mitigation Planning and Monitoring – Los Angeles County, CA: Certified Arborist for the Tesoro del Valle Restoration Project, which served to mitigate for impacts resulting from development of the Tesoro del Valle residential development project. The project included mitigation planning and development of Habitat Mitigation Monitoring Plans (HMMPs) for four habitat types: riparian, oak woodland, cherry woodland, and alluvial fan sage scrub. This preservation and management program included the ongoing maintenance of a 50-acre conservation area and an alluvial fan sage scrub preservation area in the San Francisquito Creek area.

Levee Repair Project, Los Angeles County Department of Public Works, Flood Maintenance Division – El Monte, CA: Project Manager for this Los Angeles Department of Public Works' project. The project site consisted of a 0.2-acre riparian mitigation site associated with San Gabriel River Soft-Bottom Channel Reach 40. David provided project management, mitigation planning, mitigation implementation, and site monitoring associated with repair activities at two flood control levees at the project site. He also assisted in the development of the habitat mitigation plan for the project; installed willow tree cuttings at the mitigation site; provided documentation to regulatory agencies for permit compliance; and performed long-term monitoring during the habitat establishment period. The project successfully achieved all performance criteria and completed the mitigation program after only three years.

Arroyo Seco Canyon Project Initial Study/Mitigated Negative Declaration – Pasadena, CA: Biologist for the IS/MND for this project, which proposes improvements in three areas along the Upper Arroyo Seco in the City of Pasadena, north of Devil's Gate Dam. Improvements proposed in Area 1 include habitat restoration along the stream channel, a new nature trail, and a rest area/picnic area, along with demolition of the existing Headworks structure. David performed a native tree survey in accordance with requirements set forth in the City of Pasadena's Tree Ordinance and to satisfy CDFW requirements. The survey consisted of identifying and mapping approximately 147 trees. The location of each tree was mapped; the diameter of each trunk was recorded; and the health conditions and general aesthetics of each tree were evaluated. The purpose of the survey was to identify the type and quantity of trees to be removed as a result of the project and to identify trees in the vicinity of project construction areas that would require tree protection measures to avoid unnecessary impacts. David subsequently prepared a tree survey report that was included in the project's IS/MND.

Catalina Island Conservancy Infrastructure Repair and Upgrade Program Environmental Consulting Services – Avalon, CA: Project Manager for this project, which includes providing environmental consulting services to the Catalina Island Conservancy for various infrastructure improvement projects. The tasks for these projects include (1) preparation of CEQA documentation; (2) preparation of a biological constraints analysis; (3) preparation of jurisdictional delineation assessments; (4) performance of special status botanical surveys; (5) preparation of regulatory agency permit applications for the USACE, Los Angeles RWQCB, and CDFW; and (6) regulatory permit processing. The projects include the White's Landing Pier Replacement Project; the Middle Canyon Bridge Replacement Project; the Overall Road Maintenance and Repair Project; the Trail Creation Project; and the Black Jack Campground Upgrade Project.

Hillside Development Project Mitigation Planning and Compliance – Diamond Bar, CA: Project Manager for the 60-acre Tract 53430 Hillside residential development project. This project includes the planning and implementation of over 25 acres of oak riparian mitigation; 20 acres of upland oak/walnut woodland mitigation; and 40 acres of coastal sage scrub mitigation. He has conducted mitigation planning and provided compliance oversight with City, State, and federal agencies to assist the developer in acquiring a grading permit. David is also responsible for ensuring that project tasks are completed within schedule and budgetary constraints.

Burnam Development Project Mitigation Planning and Regulatory Compliance – Santa Clarita, CA: Project Manager for the 60-acre residential development project. This project includes the planning and implementation of over 15 acres of alluvial sage scrub mitigation, 4 acres of coastal sage scrub mitigation, and 1 acre of holly-leaf cherry woodland mitigation. David provides mitigation planning and regulatory permit compliance services. He is also responsible for ensuring that project tasks are completed within schedule and budgetary constraints.

French Valley Parkway Interchange Project Habitat Mitigation and Monitoring Program – Temecula, CA: Restoration Ecologist for this project in Murrieta and Temecula. The project included identifying habitat restoration and enhancement opportunities to mitigate for project impacts that would occur as a result of improving the Interstate (I) 15 corridor between I-215 and Winchester Road. Mitigation planning was performed in compliance with (1) the mitigation measures contained in the environmental documentation; (2) CDFW and USACE requirements for mitigation of impacts to jurisdictional resources; and (3) Western Riverside County MSHCP requirements for mitigation of impacts to Riparian/ Riverine Resources. The HMMP was developed in accordance with USACE guidelines and complies with standard resource agency requirements for riparian habitat mitigation. The project also included monitoring maintenance activities and site performance during the required five-year maintenance and monitoring program. Monitoring activities consisted of regular qualitative and quantitative site examinations and the development of site-status documentation. David performed an analysis of streambed resources at the project site as well as the proposed mitigation site using the California Rapid Assessment Method. The purpose of the CRAM analysis was to complement the jurisdictional delineation for the project and to document the sustainability of the proposed mitigation site for the project's habitat mitigation and monitoring program.

Pechanga Parkway Storm Drain Improvement Habitat Mitigation and Monitoring Program – Temecula, CA: Restoration Ecologist for mitigation planning and monitoring activities provided for the storm drain improvement project. A HMMP was prepared, which follows USACE guidelines and that complies with standard resource agency requirements for riparian habitat mitigation. Mitigation planning was performed in compliance with CDFW, USACE, and RWQCB requirements for mitigating impacts to jurisdictional resources, and final mitigation ratios were developed using the USACE's mitigation ratio setting worksheet. The project also included monitoring maintenance activities and site performance during the required five-year maintenance and monitoring program. Monitoring activities consisted of regular qualitative and quantitative site examinations and the development of site status documentation. David performed an analysis of streambed resources at the project site as well as the proposed mitigation site using the California Rapid Assessment Method. The purpose of the CRAM analysis was to complement the jurisdictional delineation for the project and to document the sustainability of the proposed mitigation site for the project's habitat mitigation and monitoring program.

CHARLES CISNEROS, MS, RPA

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EDUCATION

2008/MS/European Archaeology/ University of Edinburgh, United Kingdom

2004/BA/Anthropology/California State University, Los Angeles

CERTIFICATIONS

Registered Professional Archaeologist/Register of Professional Archaeologists/ 1512280

Orange County Certified Archaeologist/ Orange County/

Riverside County Certified Archaeologist/ Riverside County/

Secretary of Interior Standards qualified personnel

PROFESSIONAL AFFILIATIONS

Society for American Archaeology

Western States Folklore Society

EXPERIENCE

With Psomas for 8 years; with other firms for 13 years

Charles Cisneros is a registered professional archaeologist with 21 years of experience in archaeological assessment and field experience in California and Nevada. He has directed numerous field projects in support of compliance with CEQA, NEPA, and Sections 106 and 110 of the National Historic Preservation Act (NHPA). Charles has managed a wide range of projects involving archaeological survey, testing, data recovery, monitoring, and laboratory analysis. His training and background meet the U.S. Secretary of the Interior's Professional Qualifications Standards for prehistoric and historic archaeology.

Experience

Magnolia Tank Farm Specific Plan Program Environmental Impact Report – Huntington Beach, CA: Senior Archaeologist for the redevelopment of a 29-acre site (within the coastal zone) with a mixed-use development consisting of a 230,000-SF lodge that includes a maximum of 175 guest rooms and guesthouse-style, budget-oriented, family/group overnight accommodations with 40 beds, and ancillary resident- and visitor-serving retail and dining; up to 250-unit residential village; 2.8 acres of coastal conservation adjacent to Magnolia Marsh; and 2.6 acres of park. The area adjacent to Magnolia Street will be designated as open space park and include a pedestrian trail that will link the project's visitor-serving and residential uses to a future pedestrian trail within the open space conservation area adjacent to the Huntington Beach Channel and the Magnolia Marsh.

Carlsbad Veterans Park, Master Planning and Environmental Permitting Phase – Carlsbad, CA: Senior Archaeologist for preparation of an IS/MND for a new 91.5-acre park in the City of Carlsbad. The developable area of the site was only 48 acres due to the presence of native vegetation preserves. Psomas provided civil engineering, environmental, and surveying services for the Project Master Planning Phase and environmental permitting to result in final design concepts and required permits and authorizations for improvements.

2nd Street and Pacific Coast Highway Retail Center – Long Beach, CA: Senior Archaeologist for this 10-acre site development. This retail complex area features a mix of upscale lifestyle tenants, restaurants, entertainment, local shops, and a gourmet grocery. The scope of services for preliminary engineering included engineering planning, entitlements, EIR engineering support, and ALTA survey mapping. The demolition of the existing Sea Marina Hotel was followed by final engineering design that included sewer, water, and storm drain improvements along with precise grading and erosion control plans. Psomas was also responsible for preparing SWPPP and SUSMP report documents to maintain stormwater quality in compliance with current Regional Water Quality Board Permit requirements. Psomas also provided offsite improvements and coordination for Marina Drive revitalization, 2nd Street, and Pacific Coast Highway street widening, sidewalk, storm drain, driveway, striping, and traffic signal improvements.

Annandale Canyon Open Space Trail Access Improvements Project Initial Study/Mitigated Negative Declaration – Pasadena, CA: Cultural Resources Manager for the preparation of an IS/MND for the Annandale Canyon Open Space Trail Access Improvements Project. The project will provide an open space area with accessibility to the public. The City-owned site consists of approximately 23 acres of undeveloped land in Annandale Canyon at the western edge of the City. The project is composed of several improvements to the site, which include a new trailhead at the end of Wierfield Drive, a trail, and an observation point on a hilltop of the San Rafael Hills.

I-405 Program Management Cultural Services – Orange County, CA: Senior Archaeologist for cultural services in support of the Parsons Program Management team's 30% design plans for this 16-mile project. The project will add a general purpose lane and two express lanes in each direction, improve all exits and entrances to the freeway, and upgrade over 19 bridges. As part of the PMC team, Psomas conducted supplemental record searches at the South-Central Coastal Information Center and field studies and several Historic Property Survey Reports by Caltrans to analyze the design changes for potential impacts to cultural resources with the revised Area of Potential Effects and routinely conducted outreach to local Native American tribes as part of the Section 106 consultation between the tribes and Caltrans. All Supplemental Historic Property Survey Reports were approved by Caltrans.

Santa Ana River Levee Stabilization Project – Riverside County, CA: Senior Archaeologist for preparation of technical studies to support the rehabilitation of a portion of the Santa Ana River levee including removal, disposal, and replacement of approximately 6,200 LF of rock slope protection with a grouted rock slope protection and extending the levee armoring deeper below the calculated scour depths. Technical studies prepared include Air Quality Assessment, Phase I Cultural Resources Inventory, Greenhouse Gas Emissions Analysis, and a Hazardous Waste Sites and Soil Contamination Records Technical Memorandum.

Santa Margarita Water District, Coto de Caza Emergency Storage Basin Initial Study/Mitigated Negative Declaration – Coto de Caza, CA: Senior Archaeologist for the IS/MND for construction of an emergency storage basin to contain potential sanitary sewer overflows associated with the existing Coto de Caza Lift Station. The project involves construction of a concrete-lined structure to accommodate up to 85,000 gallons of sewer overflow. Psomas prepared a mitigated negative declaration for this project and has completed technical analyses, including air quality and greenhouse gas emissions, noise, cultural resources, and a biological site survey.

City of Anaheim, Groundwater Treatment Plants Phase B and Groundwater Supply Wells IS/MND and CEQA-Plus Documentation – Anaheim, CA: Cultural Resources Manager for the preparation of an IS/MND and supplemental CEQA-Plus Documentation for the installation of ion-exchange groundwater treatment systems at the five locations in the City of Anaheim. The ion-exchange systems are intended to remove perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) from groundwater. Two new groundwater supply wells would be installed at one location and additional wells would be rehabilitated due to age. Psomas prepared a mitigated negative declaration for this project and completed additional technical studies to comply with CEQA-Plus guidelines pursuant to the Clean Water State Revolving Fund requirements.

Colton Community Soccer Park Initial Study and Mitigated Negative Declaration– Colton, CA: Cultural Resources Manager for an IS/MND and an MMRP for the City's proposed community soccer park. The community park will include eight lighted soccer fields that can host soccer tournaments as well as provide local teams with practice facilities. The proposed project will be constructed and operated on a 21-acre portion of the 45-acre site with the remaining 24 acres retained as natural open space along the Santa Ana River. Infrastructure improvements include paved parking; restroom and concession buildings; a police sub-station; breezeways with seating; child play areas; multipurpose trails; shaded spectator seating, and a maintenance yard with a cellphone tower. Major environmental issues addressed in the IS/MND include potential impacts to the river and associated biological resources and the presence of a former landfill beneath the property. Charles provided oversight and QA/QC for Psomas' archaeological and historic research at the CHRIS Information Center, archaeological survey, and cultural report.

Concordia University Master Build-Out Plan Update Environmental Impact Report – Irvine, CA: Senior Archaeologist for preparation of an EIR for this project. The Master Plan Update would allow for existing buildings totaling approximately 71,231 SF to be demolished and eight new buildings or additions to existing buildings totaling approximately 148,880 SF to be constructed, along with a new residence hall. The project also includes new, relocated, and improved athletic facilities and outdoor space. Senior Archaeologist for the construction monitoring for the first phase of development pursuant to the approved Campus Master Build-Out Plan Update.

Pacoima Reservoir Restoration Project Environmental Impact Report – Los Angeles, CA: Senior Archaeologist for preparation of an EIR for removal of approximately 3 million cubic yards of sediment from the reservoir to preserve the reliability of the operations and safety of the dam. Implementation of the proposed PRSR Project includes construction/ rehabilitation and operation of an access road upstream of the Reservoir; dewatering the Reservoir; excavating and removing the sediment; assembling, operating, and partially disassembling the conveyor belt; staging and transporting the sediment to Lopez Spreading Grounds; and finally trucking the sediment for placement at Sunshine Canyon Landfill or Sun Valley Pits.

3.7 MG Zone 1 Reservoir Project Mitigated Negative Declaration – Irvine, CA: Senior Archaeologist for preparation of an MND for construction of an additional reservoir to allow for storage reliability and operational flexibility in the Zone 1 domestic water system. The project site is located in the City of Irvine within Planning Area 9A (Woodbury), which is an area that is currently experiencing a high volume of new residential construction. The project site was included in the City's Northern Sphere Environmental Impact Report; however, development of a second reservoir was not specifically addressed.

Irvine Ranch Water District, Rattlesnake Reservoir Pump Station IS/ MND – Irvine, CA: Senior Archaeologist for the IS/MND for replacement of the existing Rattlesnake Reservoir Pump Station No. 2 with a new Zone A to Rattlesnake Reservoir Pump Station at the Rattlesnake Reservoir Complex. The proposed project includes demolition and replacement of the existing RRPS2, as well as demolition of other appurtenant equipment, extension of existing sewer piping, and construction of related equipment and facilities.

SARAH CURRAN, PE, QSD

Principal Engineer – Psomas



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REGISTRATION

2023/AZ/Professional Engineer/ Civil/78564

2006/CA/Professional Engineer/ Civil/69620

EDUCATION

2002/BS/Civil Engineering/ University of Vermont, Cum Laude

CERTIFICATIONS

Qualified SWPPP Developer/ California Stormwater Quality Association/69620

PROFESSIONAL AFFILIATIONS

California's Coalition for Adequate School Housing (CASH)

ACE Mentor Program

Design-Build Institute of America

EXPERIENCE

With Psomas for 10 years; with other firms for 13 years

Sarah Curran has 23 years of civil engineering experience including consulting for a wide range of project such as K-12 schools, public and private universities, hospitals, parks, multi-family residential, and mixed-use developments. Her background, ranging from code enforcement to master planning, final project design and construction support, leads to creative, feasible and sustainable civil engineering designs from concept to implementation.

Experience

Carlsbad Veterans Park, Master Planning and Environmental Permitting Phase – Carlsbad, CA: Project Manager for preparation of an IS/MND for a new 91.5-acre park in the City of Carlsbad. The developable area of the site was only 48 acres due to the presence of native vegetation preserves. Psomas provided civil engineering, environmental, and surveying services for the Project Master Planning Phase and environmental permitting to result in final design concepts and required permits and authorizations for improvements.

University of California, Irvine, Aldrich Hall and Langson Library Accessibility Site Survey and Feasibility Study – Irvine, CA: Project Manager for providing civil engineering and survey services to conduct a site survey that included existing improvements, topography, slope data, and an accessibility survey to document barriers. The site survey included the area around Aldrich Hall to establish current site conditions for the area along Ring Road, adjacent to Aldrich Hall between the Student Center, Langson Library, and adjacent designated plazas.

University of California Irvine, Student Success Building, Detailed Project Program – Irvine, CA: Project Manager for the Detailed Project Programming (DPP) exercise aimed at assisting the Architect and UCI to establish the project limits and functional scope for the design and construction of the Student Success Building. The program includes event and support space and administrative offices to meet the most urgent needs of a variety of vital student support services, including Wellness, Health, and Counseling Services; Disability Services; Career Pathways; the Veteran's Services Center; and the Division of Teaching Excellence and Innovation. The DPP developed will be implemented using a design-build process. Psomas' project work to develop criteria for the DPP includes review of campus as-builts, master plans, and specifications; identification possible opportunities and constraints related to civil engineering design; support in the site plan preparation; and feedback relevant to anticipated quantities and costs related to the civil engineering design.

County of San Bernardino, Public Defenders Office – San Bernardino, CA: Project Manager for development of a new 42,337 GSF administrative office building with subterranean parking for the County of San Bernardino. Location of the project on County property within

the City of San Bernardino required considerations for both County and City of San Bernardino requirements for required permits and municipal coordination. Services include development of rough grading plans showing excavation support and erosion controls; Offsite Improvement plans for street frontage improvements within City of San Bernardino right-of-way, including, sidewalk repairs, utility trenching, and new driveways; utility plan connections coordinated with San Bernardino Municipal Water Department; onsite grading and drainage improvements for County of San Bernardino building permit; and Storm Water Quality Management Plan (WQMP), following County of San Bernardino template and manual including design of post-construction BMPs.

Mt. San Antonio College, Pedestrian Bridge at Miracle Mile – Walnut, CA: Project Manager for this transit center project to link areas of campus north and south of Temple Avenue via a new pedestrian bridge. Civil engineering improvements included designs for reroute of campus utility mains in conflict with proposed bridge pile caps and footings, grading and drainage designs for the connection to the miracle mile, and extensive coordination with ongoing and future campus projects.

South Orange County Community College District, Saddleback College, Advanced Technology and Applied Science Building, Design-Build Criteria Package – Mission Viejo, CA: Project Manager for civil engineering design-build programming and criteria narratives and exhibits for the new ATAS building, demolition of the Technology and Science Building, and relocation of tennis courts. Psomas provided preliminary grading and utility studies to support a quality design-build RFP as well as specific criteria related to these elements, along with vehicular and pedestrian access, stormwater management, and paving materials. The scope of services included design-build bidding and design support services, and design-build construction support services.

University of California San Diego, Erosion Repair and Parking Lot, Veterans Administration Medical Center – San Diego, CA: Project Manager for civil engineering design, construction support and project management services for the development of a new 440-space campus parking lot, on a 6.5-acre site, located to the southeast of the existing Veterans Administration Medical Center. The project involves the import of approximately 100,000 cubic yards of earthwork to fill in a heavily eroded canyon, construction of stabilized fill slopes, and a compacted pad for the parking lot landscaping and revegetation of the Open Space Preserve Boundary. Psomas' scope of services include topographic surveying, substructure utility locating; signage and striping plans; grading, drainage and utilities plans; CEQA support documents; and design of sustainable stormwater strategies.

California State University, Systemwide Climate Resiliency Framework – California Statewide, CA: Senior Project Manager prepared civil engineering components for a Climate Resiliency Framework that achieves Climate Informed Design-Day Guidelines for the entirety of the 23-campus California State University system. These guidelines mitigate campus infrastructure vulnerability by improving campus staff knowledge and ability to communicate, empowering them to implement the developed Climate Resiliency Framework for a variety of infrastructure types throughout the CSU campus system.

City of Encinitas Coast Highway 101 Leucadia Streetscape Project Phase 1 – Encinitas, CA: QA/QC Manager for the reconstruction of the North Coast Highway 101 right-of-way from a 4-lane road to a 2-lane road with roundabouts, bike lanes, new drainage infrastructure, and sidewalks at a construction cost of $12 million. The project work consists of AC paving, sidewalk construction, bioretention, drainage installation (via open-cut trench with deep shoring), roundabout construction, temporary parking construction, signing and striping, signal installation, street lighting, traffic control, irrigation, and landscaping. Coordination is required with an adjacent pedestrian El Portal railroad under crossing construction project being administered by SANDAG.

Santee Community Center – Santee, CA: Project Manager for the new community center within Santee Town Center Community Park, responsible for providing civil engineering services and CEQA support for site improvements related to the new community center. Improvements include dedicated facilities for teens and seniors, lobby space, multi-purpose rooms, administrative offices, and storage, occupying approximately 12,500 square feet. Site features include drought-tolerant landscaping and stormwater quality facilities, environmental documentation, realignment of adjacent parking facilities, including new EV charging stations, and accessibility compatibility with the new community center project site, which is approximately 30,000 square feet in total area.

Ocean Street Beach Access Improvements – Carlsbad, CA: Project Manager, Project Manager for providing design and construction support services for improvements to seven public beach accesses along the west side of Ocean Street in Carlsbad, CA. Proposed improvements included the addition of accessible pedestrian ramps, removal and replacement of existing concrete stairs, reconfiguration of selective landings and viewing platforms, introduction of drinking fountains at select accesses and other landscape improvements. Services provided included grading, drainage, utilities, and stormwater management designs, as well as SWPPP preparation.

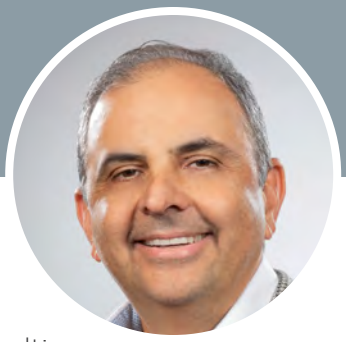
MTS Copley Park Division Planning and Lighting Study – San Diego, CA: Contract Manager provided oversight of surveying, engineering, and project management services to support the overall planning study. The study provided alternatives for replacing the existing modular building with one outside of the old Miramar South Landfill. It considered existing site constraints, operational impacts, and programmatic space requirements. A conceptual site lighting plan study and photometric analysis were also prepared to understand alternatives for replacing or renovating existing leaning light poles at the facility site.

Tribal Administration Building- Rincon Band of Luiseño Indians – Valley Center, CA: Project Manager for professional surveying, environmental and civil engineering services to support the construction of a two-story, approximately 40,000 SF tribal administration building for the Rincon Band of Luiseño Indians. Psomas scope of services included preparation of topographic and boundary surveys; NEPA Environmental Assessment; civil site improvement plans and studies; and Valley Center Road access management studies, operational analysis, and improvements plans.

Chula Vista Bayfront Master Plan Grading – San Diego, CA: Project Manager for the development of site plans to facilitate implementation of the Chula Vista Bayfront Master Plan (CVBMP). Psomas prepared rough grading site plans for the clearing and compaction of 11 sites throughout the Chula Vista Bayfront to accommodate import and placement of additional soil.

ALI BASTANI, PHD, PE, GE, F. ASCE

Principal, Geotechnical Engineer – GMU



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REGISTRATION

Registered Civil Engineer – State of California

Registered Geotechnical Engineer - State of California

EDUCATION

PhD, Civil and Environmental Engineering, University of California, Davis

MS, Civil and Environmental Engineering, University of California, Davis

BS, Civil Engineering, Polytechnic of Tehran

PROFESSIONAL AFFILIATIONS

ASCE OC Geo Institute Chair

EERI

Consortium of Organizations for Strong-Motion Observation Systems (COSMOS)

EERI Reconnaissance Team Member for Bam, Iran, Earthquake of December 26, 2003

Pacific Earthquake Engineering Research Center (PEER) Reconnaissance Team Member for Nisqually Earthquake of February 28, 2001

Network for Earthquake Engineering Simulation (NEES) Seismological Society of America (SSA)

Orange County Water Association (OCWA)

Dr. Bastani has 28 years of diversified experience in geotechnical, earthquake, and environmental engineering and is an adjunct professor at Cal Poly Pomona. His experience covers all aspects of the consulting engineer's profession including comprehensive knowledge and applied use of conceptual, physical, and numerical modeling for geotechnical and environmental engineering solutions.

Dr. Bastani's professional experience entails performance, management and providing practical solutions for a variety of projects including: (1) Geotechnical investigation and monitoring for foundation design of bridges, water reservoirs, pipelines, power plants, commercial and industrial facilities, and landfills; (2) Seismic ground motion studies, site response analysis, liquefaction analysis, determination of seismic induced deformations, and seismic retrofit evaluations; (3) Deep-seated and shallow landslide investigation, analysis, and mitigation; (4) Design of shoring and stabilization systems including tie back and soil nail retaining structures (5) Groundwater flow and contaminant transport evaluation and modeling; and (6) Seismic hazard evaluation, probabilistic and deterministic, for various seismic zones around the United States and abroad.

Dr. Bastani's experience includes evaluation of several major landslides in southern California. Evaluation of the landslides consisted of limit equilibrium slope stability and utilization of advance numerical models such as finite element and finite difference methods.

Experience

Rambla Pacifico Landslide – Malibu, CA: Rambla Pacifico Road begins at Pacific Coast Highway (PCH) immediately west of Las Flores Canyon. Rambla Pacifico originally led to the top of the bluffs adjacent to the La Costa subdivision. From there the road travelled up the mountain to eventually join Piuma Road at the summit of Saddle Peak. Many fine homes have been built along the route and its side streets, ranging from modest dwellings to elaborate, architectural masterpieces. Complex of landslides began in 1978, undermining part of the road in 1984. A half-mile loop of lower Rambla Pacifico Road, approximately one-half mile from its intersection with PCH, has been closed ever since. Residents above the closure must drive an extra four miles up Las Flores Canyon to a crossroad above the slide to get up to their homes. In the mid-2000s a new private/public road was proposed to connect lower Rambla Pacifico with its upper portions, a proposal still in discussion in 2008. Dr. Bastani was instrumental on modeling the landslide complex by FLAC, a finite difference numerical model, to evaluate the sliding mechanism.

Delmanico vs. City of Anaheim – Anaheim Hills, CA: Ground deformation evolving into the Santiago Landslide was first recognized in summer of 1992. Subsequently, above-average rainfall in winter 1992 - 1993 accelerated slide movement and defined an area of involvement as shown in the map below. Area marine sedimentary rock of Puente Formation, specifically La Vida and Overlying Soquel Members, became locally destabilized by rising groundwater table. The hillside terrain encompassing the Santiago Landslide is comprised of both developed and undeveloped residential lands. Dr. Bastani modeled the landslide area using FLAC to evaluate the stability of the slope, the extent of the landslide toe compression and its effect on the residential properties at the landslide toe.

KATHRYN FARRINGTON, PG, CEG

Senior Engineer/Geologist - GMU



kfarrington@gmugeo.com

REGISTRATION

Professional Geologist - State of CA

Certified Engineering Geologist - State of CA:

Qualified SWPPP Developer (QSD)

Qualified SWPPP Practitioner (QSP

EDUCATION

M.S. Geological Sciences, 2010 San Diego State University, San Diego

B.S. Geological Sciences, 2005, University of CA: Santa Barbara, Goleta

PROFESSIONAL AFFILIATIONS

Geological Society of America

South Coast Geological Society

San Diego Association of Geologists

Kathryn (Katie) has almost 20 years of experience in various aspects of the Geotechnical field, and a master's degree in Geological Sciences studying fault zone architecture under the direction of Professor Thomas Rockwell. Her experience includes successfully managing and working with a wide variety of projects including the following: Master planned communities, hillside grading operations, public works projects, landslide investigation and mitigation, SWPPP compliance, groundwater studies, mine and quarry projects, fault investigations, legal and forensic projects, and management for special inspection services. Katie has been involved in several ASCE award winning projects throughout Orange County.

Experience

Villa Pacifica Landslide, Villa Pacifica Community Association – San Clemente, CA: Geotechnical investigation for repair recommendation purposes and litigation purposes including subsurface investigations, document investigation, and coordination and recommendations for temporary stabilization efforts.

Horseshoe Landslide, Belmont Estates Association – Anaheim Hills, CA: Complex Geotechnical investigation, observation of grading and tie-back installation, and long-term slope monitoring, and groundwater monitoring.

Coto de Caza Debris Flows, Coto de Caza Master Association – Coto de Caza, CA: Investigation of several debris flows throughout the community including mapping, preliminary erosion control and repair recommendations, slope monitoring, and observation during repairs.

Sunset Crossing Landslide – Diamond Bar, CA: Onsite observation during slope repair, including observing tie-back installation and re-grading of the slope.

Poppy Trail Slide, CJPIA – Rolling Hills, CA: Geotechnical investigation of large slope failure in a private community, including slope monitoring, percolation testing, onsite observations, and data analysis.

Philemon Landslide Repair, Brent Engineering – Dana Point, CA: Observation of complex slope repair operation including removal of landslide debris, regrading of slope, and the installation of a large concrete cut-off wall at the toe of the slope. Observation included installation and monitoring of slope-inclinometers.

Canyon Wren Street Distress and Slope Movement – Aliso Viejo, CA: Geotechnical investigation of street distress and potential slope movement. Study included subsurface exploration and installation of three slope inclinometers.

Penitencia Creek Landslide Complex, Hengli Group – San Jose, CA: Geotechnical investigation of a large, deep seated landslide complex in the eastern foothills of San Jose. The project included trenching to determine the slide movement characteristics and evaluating the slide from a Geotechnical mitigation perspective.

Sierra Road Landslide, Hengli Group – San Jose, CA: Subsurface exploration within a large landslide complex in the eastern foothills of San Jose to collect soil samples, characterize the landslide, and create landslide mitigation options.

Summit View HOA Landslide, Ford, Walker, Haggerty & Behar – Orange, CA: Geotechnical evaluation of a slope failure behind a single-family residence. This project consisted of a subsurface investigation, geotechnical analysis, and the preparation of repair recommendations.

Cyprus Shore Slope Failure, Cyprus Shore Association – San Clemente, CA: Geotechnical investigation of a failing slope below multiple homes and HOA property. The project consists of a subsurface investigation, interpretation of inclinometer data, geotechnical analyses, and development of repair plans.

Sunset Shores Landslide – San Clemente, CA: Geotechnical investigation of a bluff failure below a condo complex. The project consisted of document review, subsurface investigation, coordination with multiple entities and the preparation of stabilization recommendations.

Checklist of Forms to Accompany Proposal

- [X] Vendor Application Form
- [X] Ex Parte Communications Certification
- [X] Disclosure of Government Positions
- [X] Disqualification Questionnaire
- [X] Company Profile & References
- [X] Bidder/Applicant/Contractor Campaign Contribution

Owner - Name	Project Name	Owner - Company Type
City of Anaheim	Anaheim Planning 2020-2023 Environmental Review (MC 6229B) (CEQA On-Call Services)	Government - Local
City of Anaheim	Polychlorinated Bihenyl (PCB) Spill Assessment and Remediation Services for 225 E. Pearson Avenue	Government - Local
City of Anaheim	Hills Preserve Environmental Impact Report	Government - Local
City of Anaheim	As-Needed Enviromental Services	Government - Local
City of Azusa	Azusa Land Reclamation Landfill Project Consultation on Environmental Review	Government - Local
City of Beaumont	On-Call Planning and Environmental Service	Government - Local
City of Claremont	Claremont Planning 2019-2022 On-Call Environmental Document Preparation Services (On-Call CEQA/NEPA Consulting Services)	Government - Local
City of Costa Mesa	On-Call Environmental Technical and Staffing Consultant Services	Government - Local
City of Fullerton	Fullerton Planning 2020-2023 CEQA Services RFQ No. 4349 (City of Fullerton CEQA On-Call)	Government - Local
City of Fullerton	301 South Acacia Avenue Project Categorical Exemption	Government - Local
City of Fullerton	312 North Euclid Street	Government - Local
City of Galt	C Street Enhancements Project	Government - Local
City of Hesperia	CDBG Roadway Improvement Project (FY 2021-22) No 71-66	Government - Local
City of Huntington Beach	On-Call Civil Engineering Surveying and Professional Consulting Services (On-Call CEQA Environmental Services)	Government - Local
City of Inglewood	Crenshaw Boulevard Transportation Improvement Project	Government - Local
City of Irvine	2022-2025 Consultant Team Program	Government - Local
City of Irvine	Avian Nesting Bird Surveys/Biological Monitoring	Government - Local
City of Irvine	2024 On-Call Program	Government - Local
City of Laguna Niguel	On-Call Professional Engineering Services Multi-Disciplinary Plan Review	Government - Local
City of Lancaster	Rangeland and High Valley Solar Projects Environmental Impact Report	Government - Local
City of Lancaster	City of Lancaster On-Call	Government - Local
City of Long Beach	Pacific Place Self-Storage RV Parking and Car Wash Project Environmental Impact Report (formerly Ambeco Road IS/MND)	Government - Local
City of Long Beach	Lincoln Park Redevelopment CM and Channel View Park Play-ground-Biologist	Government - Local
City of Long Beach	3901 Via Oro Avenue Warehouse Project Categorical Exemption	Government - Local
City of Los Angeles	SR-1 (Lincoln Boulevard) Multimodal Improvements Project EIR/EA	Government - Local
City of Los Angeles	Eastern Avenue Multi-Modal Transportation Improvement Project	Government - Local
City of Los Angeles	City of Los Angeles DPW BOE On-Call Environmental Documentation Consultants Lists (10/2019-10/2024)	Government - Local
City of Los Angeles	3872 As-Needed Environmental Impact Analysis and Special Studies	Government - Local
City of Los Angeles	C-134269/TOS 21/SR-1 (Lincoln Boulevard) Multi-Modal Improvement Project Environmental Impact Report/Environmental Assessment	Government - Local
City of Los Angeles	City of Los Angeles Department of Public Works Bureau of Engineering: On-Call Wastewater and Environmental Engineering Services July 2012-July 2017 (C-120702)	Government - Local

Owner - Name	Project Name	Owner - Company Type
City of Los Angeles	City of Los Angeles DPW Bureau of Engineering Pre-Qualified On-Call Wastewater and Environmental Engineering Consultants List 2017-2027 contract was extended 5 years to 7/10/27 (Contract C-129662)	Government - Local
City of Moorpark	Civic Center Master Plan Project	Government - Local
City of Pasadena	Affinity Project	Government - Local
City of Pasadena	Viña Vieja Pickleball Court Project IS/MND	Government - Local
City of Pasadena	Garfield Replacement Well IS/MND	Government - Local
City of Pasadena	Arroyo Seco Water Reuse Project and Natural Stream Restoration Project Initial Study/Mitigated Negative Declaration	Government - Local
City of Pasadena	Three Projects Restoration Maintenance Berkshire Creek Oak Grove and Lower Arroyo Seco	Government - Local
City of Pasadena	On-call Environmental Services (PW)	Government - Local
City of Pasadena	Parker-Mayberry Bridge IS/MND	Government - Local
City of Rancho Cucamonga	On-Call Environmental	Government - Local
City of San Clemente	San Clemente Shorecliffs Cultural Resources	Government - Local
City of Santa Ana	City of Santa Ana Well Number 29 Rehabilitation Initial Study/ Mitigated Negative Declaration	Government - Local
City of Santa Ana	McDonald's at Santa Clara Avenue IS/MND	Government - Local
City of Santa Ana	On-Call Environmental Services - CEQA an	Government - Local
City of Seal Beach	Old Ranch Country Club Specific Plan EIR	Government - Local
City of Simi Valley	Focused Coastal California Gnatcatcher Survey	Government - Local
City of Simi Valley	EIR On-Call	Government - Local
City of Stanton	Stanton Town Center Specific Plan Subsequent Initial Study/ Mitigated Negative Declaration to the 2008 General Plan Environmental Impact Report	Government - Local
City of West Covina	Phase 1 – Medical Office Building Parking Structure Emergency Department/Intensive Care Unit Addendum to the Final EIR for the Queen of the Valley Specific Plan	Government - Local
City of West Covina	Walnut Grove Specific Plan Initial Study/Mitigated Negative Declaration	Government - Local
City of West Covina	Amazon Delivery Station DAX9 Project Initial Study/Mitigated Negative Declaration	Government - Local
City of Yorba Linda	On-Call Consulting Services	Government - Local
Eastern Municipal Water District	Dunlap Recycled Water Pipeline IS/MND	Utility - Water/ Wastewater/Flood
Eastern Municipal Water District	Wellhead Treatment Facility Constraints Analysis and IS/MND (Well 56)	Utility - Water/ Wastewater/Flood
Irvine Ranch Water District	Santiago Creek Dam Biological Constraint	Utility - Water/ Wastewater/Flood
Irvine Ranch Water District	On-Call Biological Monitoring and Permitting Services	Utility - Water/ Wastewater/Flood
Irvine Ranch Water District	On-Call CEQA and NEPA Consultation	Utility - Water/ Wastewater/Flood

Owner - Name	Project Name	Owner - Company Type
Irvine Ranch Water District	Santiago Creek Dam Outlet Tower and Spillway Improvements EIR	Utility - Water/ Wastewater/Flood
Irvine Ranch Water District	Addendum No. 1 to the IS/MND for the Orange Park Acres Well Replacement	Utility - Water/ Wastewater/Flood
Irvine Ranch Water District	Santiago Dam Mitigation Planning	Utility - Water/ Wastewater/Flood
Los Angeles County	Santa Anita Stormwater Flood Management and Seismic Strengthening Project Consistency Evaluation	Government - Local
Los Angeles County	2020-2023 Permitting Support LACFCD	Government - Local
Los Angeles County	Nesting Bird Management Plan Revisions	Government - Local
Los Angeles County	Bull Creek Water Conservation Pipeline CO #1 Initial Study/ Mitigated Negative Declaration	Government - Local
Los Angeles County	Pacoima Reservoir Restoration Biological Resources Surveys/ Reports	Government - Local
Los Angeles County	On-Call Department of Park & Rec LA County	Government - Local
Los Angeles County	On-Call Environmental Services for Flood Control Facilities	Government - Local
Los Angeles County	2022-2023 Soft Bottom Channel Maintenance Program	Government - Local
Los Angeles County	2022 Federal On-Call Environmental Compliance Services for Transportation Planning and Programs Division (BRC0000284)	Government - Local
Los Angeles County	On-Call Environmental Services for the Water Resources Core Service Area	Government - Local
Los Angeles County	Santa Ana Dam Reservoir Post-Fire Emergency Restoration Project	Government - Local
Los Angeles County	Los Verdes Golf Course Netting Categorical Exemption	Government - Local
Los Angeles Department of Water and Power	LADWP Victorville to McCullough Electrical Transmission Project	Utility - Water/ Wastewater/Flood
Los Angeles Department of Water and Power	LADWP Path46 Transmission Line Update Jurisdictional Delineation	Utility - Water/ Wastewater/Flood
Los Angeles Department of Water and Power	Los Angeles Department of Water and Power Victorville to McCullough Electric Transmission Jurisdictional Delineation	Utility - Water/ Wastewater/Flood
Los Angeles Department of Water and Power	JD Main St. Facility Sediment Cleanout	Utility - Water/ Wastewater/Flood
Los Angeles World Airports	Environmental Technical/Expert Consulting for LAX	Government - Local
Los Angeles World Airports	Biological Monitoring of Argo Ditch Maintenance Project Los Angeles International Airport (LAX)	Government - Local
Los Angeles World Airports	Los Angeles International Airport El Segundo Blue Butterfly Habitat Restoration Area Focused Coastal California Gnatcatcher Surveys	Government - Local
Los Angeles World Airports	MSA Environmental Technical and Expert Consulting Services	Government - Local
Metropolitan Water District of Southern California	2021 On-call Environmental Planning Services	Utility - Water/ Wastewater/Flood

Owner - Name	Project Name	Owner - Company Type
Orange County	Orange County Public Works' San Diego Creek Reach II Operation and Maintenance Project	Government - Local
Orange County	Orange County Public Works' La Pata Extension Project	Government - Local
Orange County	OC Parks Invasive Plant Species Mapping	Government - Local
Orange County	On-Call Regulatory Permitting-Restoration	Government - Local
Orange County	On-Call Environmental Documentation (Incidental Architect-Engineering Services) RCA-017-22010037	Government - Local
Orange County	On-Call Regulatory Permitting and Restoration Services (RCA-017-22010058)	Government - Local
Orange County	OC Parks Facilities Nesting Bird Surveys (Nesting Bird On-Call Contract Services)	Government - Local
Orange County Transportation Authority	Central Harbor Boulevard Transit Corridor Project - PEA Memorandum	Transportation/Transit Agency
Rancho California Water District	On-Call Biennial Professional Consulting Services	Utility - Water/ Wastewater/Flood
Riverside County Flood Control and Water Conservation District	Santa Ana River Levee Stabilization Project	Utility - Water/ Wastewater/Flood
Riverside County Flood Control and Water Conservation District	On-Call Environmental and Regulatory Compliance	Utility - Water/ Wastewater/Flood
Santa Margarita Water District	Santa Margarita Water District Coto de Caza Emergency Storage Basin Initial Study/Mitigated Negative Declaration	Utility - Water/ Wastewater/Flood
South Coast Water District	As-Needed Environmental Services (23-02-0023)	Utility - Water/ Wastewater/Flood
South Coast Water District	Lift Station No. 2 Replacement Project	Utility - Water/ Wastewater/Flood
Southern California Edison Company	Kern River No. 3 Relicensing	Utility - Energy
Southern California Edison Company	Lee Vining Relicensing	Utility - Energy
Southern California Edison Company	Santa Ana River I and III Riparian Monitoring	Utility - Energy
Southern California Edison Company	2021 Lee Vining Riparian Monitoring	Utility - Energy
Southern California Edison Company	SCE On-Call Hydroelectric Compliance Service	Utility - Energy
Transportation Corridor Agencies of Orange County	On-Call Biological Support Services	Transportation/Transit Agency

PSOMAS

5 Hutton Centre Drive
Suite 300
Santa Ana, CA 92707

714.751.7373

www.Psomas.com

EXHIBIT C

FEE SCHEDULE

Fairview Park West Bluff Restoration

RFP No. 25-23

CITY OF COSTA MESA



Cost Proposal | 07.15.2025

Revised 01.27.2026

PSOMAS 713

Cost Proposal

TASKS		1. PROJECT COORDINATION AND DOCUMENT REVIEW	2A. SITE DESIGN EVALUATION (BASE SCOPE)	2B. **OPTIONAL** SITE DESIGN AND EVALUATION	3. DESIGN DEVELOPMENT	4. PREPARATION OF QUANTITIES AND COST ESTIMATES	5. RESOURCE CONSULTATION AND ENVIRONMENTAL PERMITTING	6. CULTURAL RESOURCE MANAGEMENT PLAN	7. FINAL DESIGN, CONSTRUCTION DOCUMENTS AND BID PACKAGE PREPARATION	8. CEQA AND ENVIRONMENTAL DOCUMENTATION	9. PUBLIC OUTREACH	10. BIDDING AND CONSTRUCTION SUPPORT	
NAME/TITLE	**HOURLY RATES**	**NUMBER OF HOURS**											
Alia Hokuki, Principal-in-Charge, QA/QC Manager	$255					2		1		4	30	4	
Richard Lewis, Project Manager/Restoration Ecologist	$186	60	4		4	10	6	2	8	8	12	24	
Charles Cisneros, Cultural Resources Manager	$205	22						40		8	6	6	
Busy Rylander, Restoration Ecologist	$143		32								24		
David Hughes, Senior Regulatory Specialist	$186		12		8		20		8	8			
Lindsay Messett, Senior Biologist	$164						40						
Sean Noonan, Project Planner/Manager	$195									12	2		
Jordan Werkmeister, Environmental Planner	$140									8	6		
Sarah Curran, Principal Engineer/Geologist	$275				50				36			24	
Emma Harrison, Engineering Project Manager	$235				113				82			46	
Chase Lawson, Assistant Engineering Project Manager	$195				120				114			82	
Project Engineer (Psomas)	$170				200				160			144	
Civil Designer (Psomas)	$150				200				160				
Jennie Ramirez, GIS Analyst	$135		36				8	8		8	12		
Danaé Overman, Technical Editor	$100						1	3		2	3		
Sheryl Kristal, Support Services Manager	$145	10	8				2	4	6	4	6	6	
Ali Bastani, Principal Engineer/Geologist	$295		42	16									
Kathryn Farrington, Senior Engineer/Geologist	$255		67	22									
Senior Staff Engineer/Geologist (GMU)	$192		62	25									
Laboratory Technician (GMU)	$142		28	55									
CAD Tech (GMU)	$132		16	12									
Raul Salazar, Senior Earth Work Estimator	$205					84							
Trevor Kroesch, Senior Civil Estimator	$205					84							
Austin Ermisch, Take-off Technician	$160					28							
Drilling Sub and Lab Costs			$13,104	$15,370									
Task Subtotals:		**$17,120**	**$74,143**	**$39,894**	**$129,937**	**$41,290**	**$12,866**	**$10,787**	**$106,446**	**$9,678**	**$18,564**	**$65,464**	**$526,189**
Project Directs (allowance for permit fees, approved reimbursables, CEQA filing fees, public outreach materials) Subtotal:													**$7,000**
PROJECT TOTAL:													**$493,295**
OVERALL TOTAL (PSOMAS + GMU + CAPO PG, PLUS DIRECTS) INCLUDING OPTIONAL TASK 2B													**$533,189**

PSOMAS

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EXHIBIT D

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA

Agenda Report

File #: 26-199 **Meeting Date:** 4/7/2026

TITLE: AWARD OF THE COSTA MESA SKATE PARK EXPANSION AND IMPROVEMENT PROJECT, CITY PROJECT NO. 25-01, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **SEUNG YANG, P.E., CITY ENGINEER (714) 754-5335**

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines sections 15301 and 15304.

2. Adopt plans, specifications, and working details for the Costa Mesa Skate Park Expansion and Improvement Project, City Project No. 25-01.

3. Reject the apparent low base bid submitted by RCCI dba Ramirez Company, 778 North Georgia Avenue, Azusa, California 91702 as non-responsive.

4. Award a Public Works Agreement (PWA) for construction to the second lowest base bidder, Elegant Construction, Inc., 15375 Barranca Parkway, Suite J-103, Irvine, California 92618, in the amount of $2,898,375, with a ten percent (10%) contingency in the amount of $289,838 for unforeseen costs related to this project, and an additional ten percent (10%) in the amount of $289,838, for construction management and material testing services.

5. Authorize the City Manager and the City Clerk to execute the PWA with Elegant Construction, Inc., and related agreements for the project within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment based on the following:

Class 1 - Existing Facilities (§15301):
The repair, maintenance, or alteration of the existing public facility involves negligible expansion of use:

- The proposed expansion is minor relative to the existing overall park facility.

- The project does not significantly increase the capacity or intensity of use at the park facility.
- The proposed work occurs within the already developed park footprint.
- The skate park already supports recreational uses, and the project is just a modification or improvement to Costa Mesa Skate Park.

Class 4 - Minor Alterations to Land (§15304):
The proposed project does not affect the following:

- Sensitive habitats
- Scenic highways
- Historical resources

In addition, the project does not include any of the following:

- Cumulative impacts
- Unusual circumstances
- Hazardous sites

Furthermore, the proposed action is exempt under sections 15301 and 15304 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

BACKGROUND:

The City of Costa Mesa currently has one of the most popular skate parks in Orange County, Costa Mesa Skate Park, which is located at 900 Arlington Drive. The success of the existing skate park is demonstrated by the significant number of users who frequent the park. It provides a total skateboarding area of approximately 15,000 square feet and features a combination of street elements, bowls, and transition areas.

The existing skate park is frequented by the local skating community and is enjoyed by skaters of all ages. A great need exists for a dedicated area for beginning skaters and an expanded area for new elements. The ultimate goal is to expand the current skate park facility to ensure it remains a modern, premier, state-of-the-art skate park facility that can serve as a signature destination in the region and cater to users of all ages and skill levels.



Existing Costa Mesa Skate Park

The proposed improvements will include expansion of the skate park area; construction of new skate park elements and flatwork; installation of synthetic turf, fencing, landscaping, and irrigation modifications; electrical work for site lighting; striping and signage at the parking lot; and final site restoration.

The City received $2 million in earmarked American Rescue Plan Act (ARPA) funds through the office of Fifth District County of Orange Supervisor Katrina Foley to upgrade and expand the skate park. The City Council included this funding as part of the Fiscal Year 2023-24 budget.

On November 7, 2023, the City Council awarded David Volz Design Landscape Architects (DVD) as the consultant to provide design services for the Costa Mesa Skate Park expansion and improvements. In addition, DVD partnered with Spohn Ranch Skate Parks, a highly reputable skate park design and build firm, to provide expertise and design for the newly renovated skate park.

DVD, along with City staff, conducted community engagement that included meetings and surveys during the 2024 project design phase. Notices were sent to neighboring residents in the surrounding area. The first community outreach meeting was held at the Costa Mesa Skate Park on May 11, 2024. This meeting solicited input on improvements desired by the community. The consultant incorporated all comments received and developed conceptual renderings of proposed improvements. A second community outreach meeting was conducted in the auditorium at Davis Magnet School on March 12, 2025, showcasing the proposed improvements. The proposed improvements were received with enthusiasm from all those who attended. For those who could not attend the community outreach meetings, a City-sponsored online opinion survey was commissioned to obtain additional input. Staff collected and analyzed the responses and opinions of the stakeholders, many of which were incorporated in the design of the new skate park.

The final preferred concept plan (Attachment 1) includes the following four major improvement elements:

- Clover Pool
- Pump Track
- Snake Run
- Street Area

The design includes accessible pathways to meet Americans with Disabilities Act (ADA) requirements between existing and proposed expansions. The concept plan for expansion preserves as many existing natural features and trees as possible.

The conceptual renderings were presented to Parks and Community Services (PACS) Commission on March 13, 2025. The PACS Commission unanimously recommended the conceptual plans, and subsequently, the consultant proceeded with completion of final plans and specifications.

The City also participated in extensive collaboration with Supervisor Foley's office and stakeholders throughout the design process. These included concept refinement, sizing and features of various elements and multiple design reviews. The comments provided by stakeholders were reviewed and addressed in final plans.

The contractor will be required to complete all the tasks necessary to perform the scope of work as outlined in the contract documents, plans, and specifications. A copy of the plans, specifications, and working details is available for review in the Office of the City Clerk.

ANALYSIS:

The City Clerk received and opened fourteen (14) bids for this project on January 22, 2026. RCCI dba Ramirez Company, was the apparent low bidder with a base bid proposal of $2,482,505.20. Elegant Construction, Inc. was the apparent second low bidder with a base bid proposal of $2,898,375. Per contract document guidelines, the apparent low bidder is determined based on the lowest base bid, exclusive of any additive alternate bid items.

Rejection of Non-Responsive Low Bidder

RCCI dba Ramirez Company (RCCI), submitted the apparent low bid, with a base bid proposal of $2,482,505.20. However, upon review of RCCI's bid, staff determined that the bid contained multiple material deficiencies, including failure to submit the original bid bond to the City Clerk as required; failure to acknowledge Addendum No. 3; and failure to comply with the contract documents requiring that the designated specialty skate park work be performed by a qualified specialty contractor. Additionally, RCCI provided insufficient references, preventing staff from independently verifying the firm's experience and past performance on similar projects.

These deviations constitute material non-compliance with the bid requirements and subcontractor listing laws and, under applicable public contracting standards, cannot be waived.

Based on these material deficiencies, staff has determined that RCCI's bid does not conform to the City's bid requirements and is therefore disqualified as being non-responsive. Staff notified RCCI of its determination on March 9, 2026 (Attachment 2). As a result, staff recommends that the City Council reject RCCI's bid as non-responsive.

Selection of the Lowest Responsible Bidder

Elegant Construction, Inc. (Elegant), submitted the apparent second low bid with a base bid proposal of $2,898,375. The proposal submitted by Elegant includes all the required documents necessary with the bid package and had no substantive irregularities. Therefore, staff recommends that City Council award the PWA to Elegant as the lowest responsible bidder.

The Engineer's Estimate for this project is $2,598,620, and the average of the base bids received from the remaining thirteen (13) bidders is $3,257,070. The bid summary is included as Attachment 3.

In addition to the base bid, bidders were required to provide pricing for two additive bid items, which would be considered for award only if the bids were favorable and sufficient funding was available to cover the additional costs. Additive bid items consist of additional labor and materials to provide and install security cameras and conduits for the existing skate park and expanded portion of the park, and to retrofit the lighting at the existing skate park with Musco lighting fixtures. The Engineer's Estimate for the base bid plus all additive bid items is $2,756,620.

The apparent low bidder's (i.e., Elegant's) base bid plus all additive bid items totals $3,235,525, representing a net increase of $337,150 over the base bid amount. Since the base bid plus all additive bid items exceeds the available project budget, staff recommends that the Public Works Agreement (PWA) be awarded for the base bid only. If there are any savings realized with the project, staff will consider the inclusion of one or both additive bid items.

The license and references of Elegant have been checked and staff has found them to be in good standing. Elegant has successfully completed several comparable parks projects in other cities and is currently the City's contractor for the Ketchum-Libolt Park construction project. Staff requests that City Council award the project to Elegant as the lowest responsible bidder.

Upon City Council award of the PWA (Attachment 4), Elegant will furnish the necessary bonds and insurance, which will be approved as to form by Risk Management. After the award and subsequent execution of the agreement, a "Notice to Proceed" will be issued.

Options for Additional Budget:

Staff has identified transfer of funds from other completed projects to be added to current available funding for the Skate Park project. However, there is still need for an additional $500,000 for contingency and construction management services. This is being requested from the Fiscal Year 2026-27 Capital Improvement Program (CIP) budget.

Other alternative funding sources include solicitation of private contributions, either as donations, payments towards any specific elements, or naming rights of the entire park. These funds could decrease the need for additional general funds. Staff will return to the City Council to recognize and appropriate any private funding commitment.

ALTERNATIVES:

The alternative to this Council action would be to reject all bids, re-advertise, and re-bid the construction project. However, staff has determined that re-advertising and re-bidding the project will not result in lower bids and will further delay the project. The Council could also recommend removal of certain elements of the Skate Park Expansion to lower potential project costs. If this reduction in scope is acceptable to the grantor, this will require a re-design of the expansion and subsequent rebid of the reduced project. There will be additional costs with the re-design and the resulting delays could increase the project bids. Staff does not recommend this action. Moreover, the funding deadline for ARPA funds may jeopardize $2 million allocated for the project.

FISCAL REVIEW:

The amount for the proposed project, inclusive of construction management and material testing services and a ten percent (10%) contingency, is $3,478,051. The funding for the Costa Mesa Skate Park Expansion and Improvement Project is available in the FY 2025-26 Capital and Improvement Program budget consisting of ARPA funds from the County of Orange in the Federal Grants Fund (Fund 230) with an available project balance of $1.7 million, Park Development Fees Fund (Fund 208) with an available project balance of $0.1 million, and from the Capital Improvement Fund (401) with an available project balance of $0.3 million. Additional funding for this project will come from savings of completed capital improvement projects in the amount of $0.9 million, and an allocation request of $0.5 million during the FY 2026-27 Capital Improvement Program (CIP) budget development process to fully fund costs associated with the project. If any private funding is realized, it will reduce the City's share of project costs accordingly.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the PWA, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines sections 15301 and 15304.

2. Adopt plans, specifications, and working details for the Costa Mesa Skate Park Expansion and Improvement Project, City Project No. 25-01.

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5. Authorize the City Manager and the City Clerk to execute the PWA with Elegant Construction, Inc., and future amendments to the agreement within Council authorized limits.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-199 **Meeting Date:** 4/7/2026

TITLE: AWARD OF THE COSTA MESA SKATE PARK EXPANSION AND IMPROVEMENT PROJECT, CITY PROJECT NO. 25-01, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **SEUNG YANG, P.E., CITY ENGINEER (714) 754-5335**

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ALTERNATIVES:

The alternative to this Council action would be to reject all bids, re-advertise, and re-bid the construction project. However, staff has determined that re-advertising and re-bidding the project will not result in lower bids and will further delay the project. The Council could also recommend removal of certain elements of the Skate Park Expansion to lower potential project costs. If this reduction in scope is acceptable to the grantor, this will require a re-design of the expansion and subsequent rebid of the reduced project. There will be additional costs with the re-design and the resulting delays could increase the project bids. Staff does not recommend this action. Moreover, the funding deadline for ARPA funds may jeopardize $2 million allocated for the project.

FISCAL REVIEW:

The amount for the proposed project, inclusive of construction management and material testing services and a ten percent (10%) contingency, is $3,478,051. The funding for the Costa Mesa Skate Park Expansion and Improvement Project is available in the FY 2025-26 Capital and Improvement Program budget consisting of ARPA funds from the County of Orange in the Federal Grants Fund (Fund 230) with an available project balance of $1.7 million, Park Development Fees Fund (Fund 208) with an available project balance of $0.1 million, and from the Capital Improvement Fund (401) with an available project balance of $0.3 million. Additional funding for this project will come from savings of completed capital improvement projects in the amount of $0.9 million, and an allocation request of $0.5 million during the FY 2026-27 Capital Improvement Program (CIP) budget development process to fully fund costs associated with the project. If any private funding is realized, it will reduce the City's share of project costs accordingly.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the PWA, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines sections 15301 and 15304.

2. Adopt plans, specifications, and working details for the Costa Mesa Skate Park Expansion and Improvement Project, City Project No. 25-01.

3. Reject the apparent low base bid submitted by RCCI dba Ramirez Company, 778 North Georgia Avenue, Azusa, California 91702 as non-responsive.

4. Award a Public Works Agreement (PWA) for construction to the second lowest base bidder, Elegant Construction, Inc., 15375 Barranca Parkway, Suite J-103, Irvine, California 92618 in the amount of $2,898,375, with a ten percent (10%) contingency in the amount of $289,838 for unforeseen costs related to this project, and an additional ten percent (10%) in the amount of $289,838, for construction management and material testing services.

5. Authorize the City Manager and the City Clerk to execute the PWA with Elegant Construction, Inc., and future amendments to the agreement within Council authorized limits.



COSTA MESA SKATEPARK EXPANSION

CONCEPT DESIGN // FEBRUARY 18, 2025

CONCEPT DESIGN // COSTA MESA SKATEPARK EXPANSION



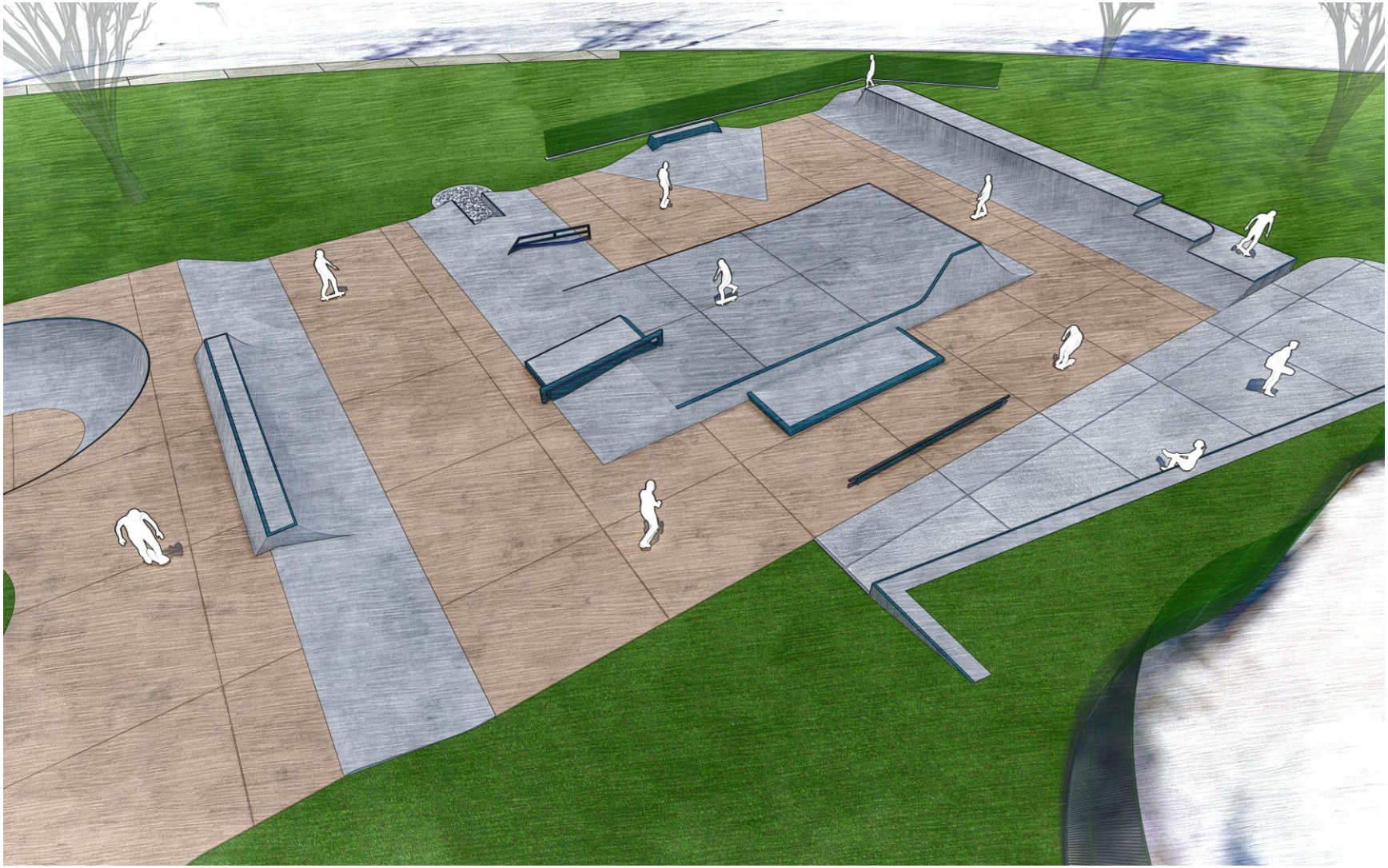
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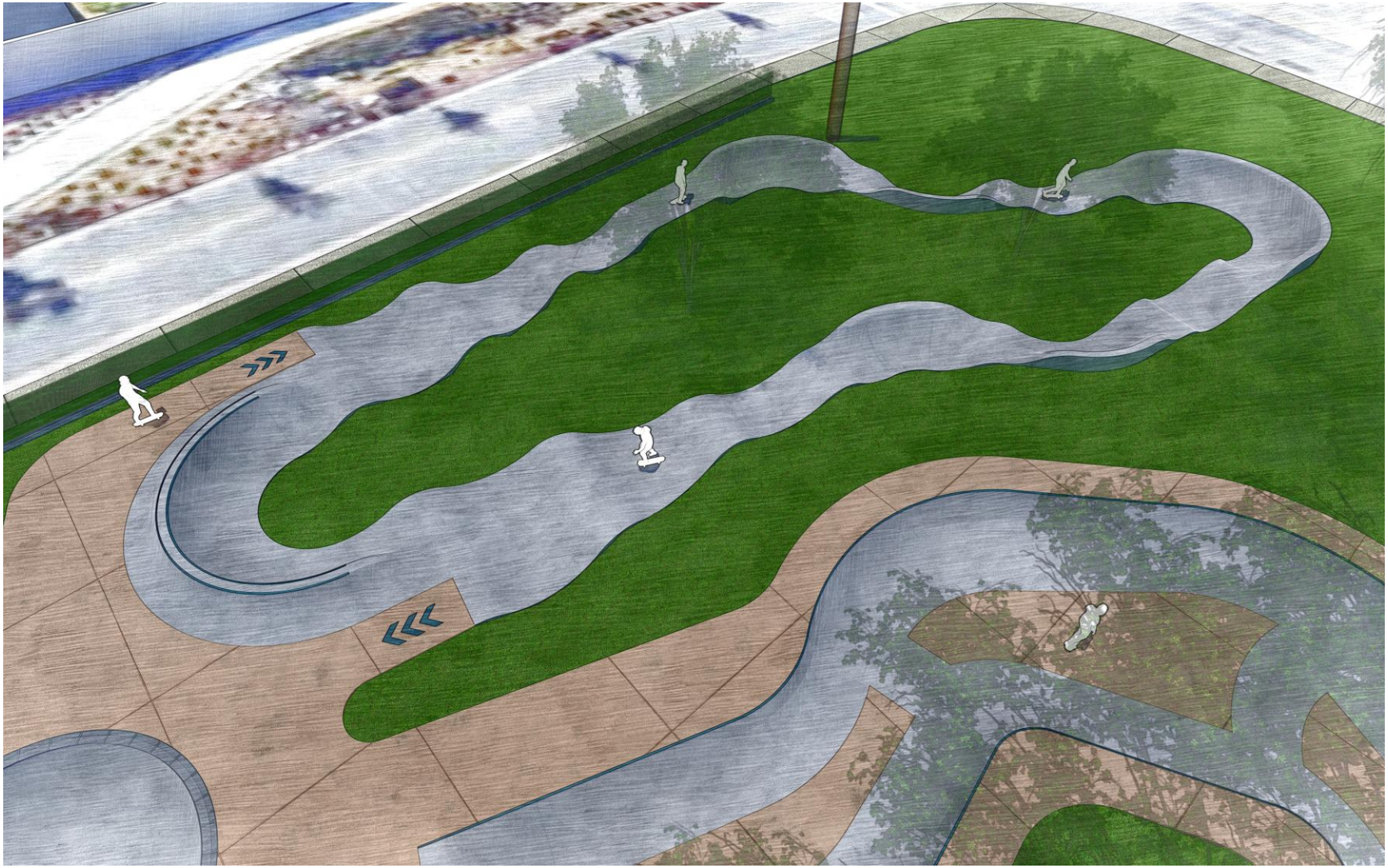
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CONCEPT DESIGN // COSTA MESA SKATEPARK EXPANSION

ELEMENT LEGEND

1. EXISTING SKATEPARK
2. ACCESS POINT
3. SPECTATOR SEAT WALL
4. FENCE (4')
5. CLOVER POOL (9')
6. PUMP TRACK
7. SNAKE RUN
8. HUBBA LEDGE
9. BANK RAMP
10. QUARTER-PIPE
11. MANUAL PAD
12. FLAT GRIND RAIL
13. A-FRAME
14. PYRAMID HIP
15. EXISTING TREE



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ENGINEERING DIVISION

Sent by Certified Mail and by E-Mail to
stely907@yahoo.com

March 10, 2026

Stelian Onufrei
Diamond Construction & Design
638 Camino De Los Mares #H130-513
San Clemente, CA, 92673

SUBJECT: REJECTION OF BID FOR 2025 ALLEY REHABILITATION PROJECT (ALLEY NOS. 19B, 20, 21, 26, 27, 45, 53, 57, 84, 98, & 115) - CITY PROJECT NO. 25-17

Dear Mr. Stelian Onufrei,

The City of Costa Mesa ("City") has completed its review of the bids submitted on January 27, 2026, in response to the Notice Inviting Bids for the 2025 Alley Rehabilitation Project (the "Project"). Your firm, Diamond Construction & Design ("Diamond"), submitted a bid that City staff has determined to be non-responsive to the City's requirements. Specifically, Diamond's bid was found to be non-responsive for each of the following reasons:

1. *Unbalanced Bid:* Under Federal Acquisition Regulation (FAR) 14.408-2, a public agency may reject a bid that contains materially unbalanced or unreasonably low unit pricing. The unit prices submitted by Diamond for Bid Item No. 7 – Construct 6" PCC with Buckeye UltraFiber 500 over Compacted native, including 1-foot-wide AC Slot Paving (6" AC / native) are significantly below reasonable and verifiable material and labor costs.

For Bid Item No. 7, the description clearly specifies all costs that must be included. This bid item requires the purchase of all materials and supplies, including labor per the typical sections and details shown on the plans and specifications – including subgrade preparation, compaction, forms, PCC, Buckeye UltraFiber 500, finishing, 1' wide asphalt concrete slot paving over native (95% relative compaction), expansion joints, weakened plane joints, backfilling, restoring form areas and all labor, materials, tools, equipment and incidentals as required to complete the work.

The cost of the majority of the concrete material with Buckeye Fiber alone at 6 inches thick is approximately $207,204. The industry cost of concrete with Buckeye Fiber is estimated at $201 per cubic yard or $3.72 per square foot. This cost does not include labor, installation, overhead, or contractor markup. In addition to this material cost, the contractor is required to include all labor, installation, overhead, and contractor markup, along with completing all grading, subgrade preparation, and maintenance period components associated with this bid item.

Diamond's proposed price for Bid Item No. 7 is $158,745, which does not cover the verified cost of the materials alone. The average cost submitted by the 15 bidders for this bid item is $673,524.40, which is approximately 324% higher than Diamond's submitted amount.

If Diamond intends to use a different material, a substitution request was required to be submitted and approved by addendum prior to the bid due date in accordance with Section 18 of the Information for Bidders. No such request was submitted for the specified "Buckeye Fiber" material; therefore, the contractor is required to use the specified material.

Bid Item No. 7 is a critical component of the project, representing approximately 44% of the total contract value based on the average of the remaining 14 bids. As a primary scope item, it must reflect accurate and complete pricing to ensure proper execution and delivery of the work.

This substantial discrepancy demonstrates that the proposed unit price is unreasonably low and materially unbalanced. This price is substantially below reasonable material and labor cost expectations and render the bid unbalanced, posing financial and performance risks, potentially resulting in construction delays, and preventing equitable comparison with other bids.

2. *Blanks in Bid Forms:* Bid Proposal Page P1-a – Bid Item No. 1 "Mobilization (5% Maximum)": The unit prices for Bid Item No. 1 were left blank. Page B-1 of the Information for Bidders, Section 1, states that "All blanks in the bid form must be appropriately filled in." In addition, the notes on page P1-e specify that the unit prices shall control the bid amount. Because no unit price was provided, the total amount cannot be justified.

3. *Missing Required Initials on Bid Forms:* Section 1-6 of the "Bidding and Submission of the Bid" requires each bidder to initial each sheet of the proposal forms in the bottom right-hand corner. Diamond Construction & Design failed to initial the following pages:

- Bid Proposal Page P-5a (Chrisp Company) – bidder's initials missing.

4. *Unsigned Addenda:* Section 16, "Addenda," of the Information for Bidders requires that all addenda be acknowledged, signed, and included in the bid package at the time of submission. Failure to do so may render the bid irregular and subject to rejection.

Addenda No. 1 was included with the bid package; however, Diamond did not include the signed addenda acknowledgments within the proposal forms as required. Although signed copies were provided via email before bid opening, the bid package itself must contain executed addendum acknowledgments at the time of bid submission.

5. *Qualifications and Experience:* Per the project specifications and Page B-1, bidders must demonstrate that they are responsible and responsive by providing references for Public Works construction projects completed or in progress within the last five (5) years (Page B-1), and listing similar projects completed within the last 24 months (Page P-4). Per Page P-4, this information will be used to evaluate whether the bid is responsive to the call for bids.

The City's review of the reference list submitted by Diamond revealed that the listed projects are not comparable in scope, complexity, or contract value to the subject Project. Most involve small-

scale work, such as utility repairs, concrete slab replacements, or storm wall and water diversion improvements.

The only related projects — the City of Santa Ana Neighborhood Concrete Street Improvement Project (approximately $700,000) and the City of Santa Ana Safe Routes to Schools Project (approximately $1.5 million) for Unified School District elementary and intermediate schools — were completed approximately two to three years ago and are not comparable in scale or complexity to an Alley project. They did not involve reconstruction of concrete alleys across multiple locations, or the level of coordination required to manage construction across 11 separate alley sites as it required for this project. Additionally, they do not demonstrate experience with multi-site alley work requiring complex logistical coordination, public access management, utility conflict resolution, concurrent crew operations, or the use of specified fiber-reinforced concrete, including Buckeye UltraFiber 500 (or approved equal).

Comparable experience is necessary to ensure the contractor possesses the technical expertise, staffing, equipment capacity, coordination capability, and financial strength to successfully complete the Project.

Conclusion

The discrepancies identified above are each material, inhibit the City's ability to evaluate bids equitably, and demonstrate non-responsiveness to the requirements of the bid package. Accordingly, City staff has determined that the bid submitted by Diamond is non-responsive for each of the reasons set forth above.

The Project is scheduled to be presented to the City Council at 6:00 p.m. on and at the April 21, 2026, Council Meeting for award to the lowest responsive and responsible bidder. City staff will recommend the rejection of Diamond's bid at that date and time for the reasons identified above. If Diamond wishes to be heard, protest or otherwise object to the City's determination of non-responsiveness as set forth herein, Diamond must be present at the Council Meeting and must submit any written objection and/or evidence to the City Clerk's office, City Hall, 77 Fair Drive, Costa Mesa, CA 92626 on or before April 10, 2026.

Sincerely,

S. Yang

Seung Yang, P.E.
City Engineer

c: Raja Sethuraman, Public Works Director
Derek Wieske, Assistant City Engineer
Cristina Oquendo, Associate Engineer
Tarquin Preziosi, Assistant City Attorney
File

ATTACHMENT 3

CITY OF COSTA MESA

PUBLIC WORKS DEPARTMENT

COSTA MESA SKATE PARK EXPANSION AND IMPROVEMENT PROJECT

CITY PROJECT NO. 25-01

BID OPENING RESULTS: JANUARY 22, 2026

Bidder	***City***	***Total Base Bid***	***Total Base Bid Plus Additive Bid Items***
1. Elegant Construction *	*Irvine*	*$2,898,375.00*	*$3,235,525.00*
2.Diamond Construction	*San Clemente*	*$2,923,935.00*	*$3,205,104.00*
3.Armstrong Cal Builders Inc	*Stanton*	*$2,953,992.00*	*$3,297,492.00*
4. Oppenheimer National	*San Juan Capistrano*	*$2,975,795.40*	*$3,245,795.40*
5. KASA Construction Inc	*Chino*	*$3,059,641.00*	*$3,395,641.00*
6. Doja Inc.	*Ontario*	*$3,075,823.50*	*$3,430,823.50*
7.Addison-Miller Inc.	*Orange*	*$3,174,936.25*	*$3,465,886.25*
8.Three Peaks Corp	*Calimesa*	*$3,351,458.50*	*$3,742,458.50*
9.Urban Habita	*La Quinta*	*$3,454,788.85*	*$3,798,264.68*
10.Van Engineering inc	*Wildomar*	*$3,469,217.50*	*$3,919,217.50*
11.The Nazerian Group	*Encino*	*$3,588,123.00*	*$3,888,123.00*
12.Zeco Inc	*Yorba Linda*	*$3,627,895.00*	*$3,861,895.00*
13.PUB Construction Inc.	*Diamond Bar*	*$3,787,922.89*	*$4,169,273.10*
	Average	***$3,257,069.53***	***$3,588,884.53***
	Engineer's Estimate	***$2,598,620.00***	***$2,756,620.00***
**** Bid Submitted by RCCI rejected as non-responsive.***			

CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 25-01

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated April 7, 2026 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and ELEGANT CONSTRUCTION, INC., a California corporation ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE OF WORK.

The scope of work generally consists of expansion of the skate park area, which includes site preparation, grading, and storm drainage improvements, construction of new concrete skatepark elements and flatwork; installation of synthetic turf, fencing, landscaping, and irrigation modifications; electrical work for site, along with required striping and signage at the parking lot, and final site restoration, in accordance with the approved plans and contract documents.

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Costa Mesa Skate Park Expansion Project, City Project No. 25-01 (the "Project"), located at 900 Arlington Drive, Costa Mesa, CA.

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

(a) This Agreement;

(b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;

(c) Bid package, including, but not limited to, notice inviting bids, Addenda One to Three, American Rescue Plan Act ("ARPA") Rider [Federal Award Identification Number – SLFRP1607], Beneficiary Agreement Between the County of Orange and City of Costa Mesa for American Rescue Plan Act Funding, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;

(d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, and proof of Insurance attached hereto as Exhibit C;

(e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and

(f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Irina Gurovich, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Two Million Eight Hundred Ninety-Eight Thousand Three Hundred Seventy-Five Dollars and Zero Cents ($2,898,375.00).

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order

by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars ($1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars ($5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within Three Hundred (300) calendar days from the first day of commencement of the Work.

12. TERMINATION.

(a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to One Thousand Seven Hundred Dollars ($1,700.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access

for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. CONTRACT SECURITY AND GUARANTEE.

CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however,

that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and County of Orange ("COUNTY") and their respective elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY and COUNTY, its respective elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY and COUNTY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY and COUNTY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY and COUNTY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY and COUNTY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY and COUNTY do not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY and COUNTY or the deposit with CITY and COUNTY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY and COUNTY and their elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY and COUNTY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's and COUNTY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY and COUNTY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY and COUNTY.

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:

(i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.

(iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY and COUNTY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and COUNTY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
(2) Pay on behalf of wording as opposed to reimbursement;
(3) Concurrency of effective dates with primary policies;
(4) Policies shall "follow form" to underlying primary policies; and
(5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(b) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(i) Additional insureds: The City of Costa Mesa and the County of Orange (COUNTY) and their respective elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the

CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."

(ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(iii) Other Insurance: "CONTRACTOR's insurance coverage shall be primary insurance as respects the City of Costa Mesa and the COUNTY, and its respective officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa and/or the COUNTY shall be excess and not contributing with the insurance provided by this policy."

(c) Reporting Provisions. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa and/or the COUNTY, and its respective officers, officials, agents, employees, and volunteers.

(d) Insurance Applies Separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY or COUNTY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City's Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage

Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. ADDITIONAL CONTRACT PROVISIONS – State. Contractor shall comply with all of the terms and conditions of the documents included in Exhibit "A", specifically, State of California – Natural Resources Agency Department of Parks and Recreation Grant Contract, attached hereto and incorporated herein by this reference as though set forth in full.

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON–DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

28. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Irina Gurovich

Notices required to be given to CONTRACTOR shall be addressed as follows:

Elegant Construction, Inc.
15375 Barranca Parkway, Suite J-103
Irvine, CA 92618
Attn: Hazen Almassry, CFO/Vice President

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

_____
_____
_____
Attn: _____

29. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

30. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

31. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

32. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

33. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

34. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

35. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

36. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

37. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

40. EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive Order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions

or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA
A municipal corporation

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____ Date: _____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO PURCHASING:

_____ Date: _____
Carol Molina
Finance Director

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

_____ Date: _____
Irina Gurovich
Project Manager

ATTACHMENT 4

EXHIBIT A

CONTRACTOR'S BID

PROPOSAL FOR THE

SKATE PARK EXPANSION (900 ARLINGTON DR, COSTA MESA)
CITY PROJECT NO. 25-01

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Councilmembers:

In compliance with the NOTICE INVITING BIDS FOR THE **COSTA MESA SKATE PARK EXPANSION, CITY PROJECT NO. 25-01,** a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN THREE HUNDRED CALENDAR (300) DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

TOTAL BASE BID AMOUNT (in Figures):

$2,898,375.00

TOTAL BASE BID AMOUNT (in Words):

Two million eight hundred ninety-eight thousand three hundred seventy-five

TOTAL BASE BID PLUS ADDITIVE ALTERNATE BID 1 AMOUNT (in figures):

$3,235,525.00

H.A
Bidder's Initials

PROPOSAL
EXPANSION OF THE COSTA MESA SKATE PARK
Base Bid

NO.	DECRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization (5% Maximum), Project Scheduling, and Project Record	1	LS	$ $100,000.00	$ $100,000.00
2	Traffic Control and Work Site Protection	1	LS	$ $10,000.00	$ $10,000.00
3	Demolition and Site Clearing	1	LS	$ $50,000.00	$ $50,000.00
4	Water Pollution Control	1	LS	$ $25,000.00	$ $25,000.00
5	NDS 900 Square Catch Basin with 991 Atrium Green Traffic Grate	1	EA	$ $5,000.00	$ $5,000.00
6	NDS 900 Square Catch Basin with Square Traffic Grate (Heel Proof)	4	EA	$ $5,000.00	$ $20,000.00
7	18" x 18" Brooks Drain Box (Overflow Drainage Structure)	1	EA	$ $2,000.00	$ $2,000.00
8	12" x 12" Square Area Drain with Solid Cover	1	EA	$ $10,000.00	$ $10,000.00
9	4" Diameter PVC SDR35 Drain Pipe	105	LF	$ $100.00	$ $10,500.00
10	6" Diameter PVC SDR35 Drain Pipe	400	LF	$ $150.00	$ $60,000.00
11	8" Diameter PVC SDR35 Drain Pipe	425	LF	$ $200.00	$ $85,000.00
12	Parkway Drain	1	EA	$ $10,000.00	$ $10,000.00
13	MC-3500 Stormtech Unit	1	EA	$ $130,000.00	$ $130,000.00
14	Sump Pump and Force Main	1	LS	$ $100,000.00	$ $100,000.00
15	Remove Existing Drainage Outlet Structure	1	LS	$ $10,000.00	$ $10,000.00
16	Tree Removals - 4" DIA. and Less	5	EA	$ $1,800.00	$ $9,000.00
17	Tree Removals - Larger than 4" DIA	11	EA	$ $1,800.00	$ $19,800.00
18	Traffic Striping and Signage including Identification, directional and informational signs (**)	1	LS	$ $10,000.00	$ $10,000.00
				Subtotal (Page P-1b)	$ 666,300

H.A

Bidder's Initials

PROPOSAL (continued)
EXPANSION OF THE COSTA MESA SKATE PARK
Base Bid

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
19	PCC Sidewalk (per Civil Plans)	270	SF	$ $50.00	$ $13,500.00
20	Synthetic Turf w/ Hydro Chill Infill	1,545	SF	$ $45.00	$ $69,525.00
21	PCC Maintenance Band (8" Wide)	225	LF	$ $200.00	$ $45,000.00
22	Tube Steel Fence (4' Ht.)	225	LF	$ $160.00	$ $36,000.00
23	Cobble	475	SF	$ $70.00	$ $33,250.00
24	PCC Skatepark Paving (**)	1	LS	$ $350,000	$ $350,000.00
25	PCC Ramps, Low Walls, and Features (**)	1	LS	$ $315,000	$ $315,000.00
26	Shotcrete (**)	1	LS	$ $489,000	$ $489,000.00
27	Skatepark Metal Edging **(**)**	1	LS	$ $140,000	$ $140,000.00
28	Soil Preparation and **Fine Grading**	14,430	SF	$ $8.00	$ $115,440.00
29	Existing Tree Protection	1	LS	$ $5,000	$ $5,000.00
30	Weed Abatement	14,430	SF	$ $0.50	$ $7,215.00
31	Turf from Sod	14,430	SF	$ $1.50	$ $21,645.00
32	Irrigation Modification (**)	1	LS	$ $70,000	$ $70,000.00
33	Construction Surveying	1	LS	$ $30,000	$ $30,000.00
34	Boulder Dedication Plaque	1	EA	$ $1,500.00	$ $1,500.00
35	**Site Grading**	1	LS	$ $120,000	$ $120,000.00
36	90-Day Maintenance	1	LS	$ $5,000.00	$ $5,000.00
37	Allowances	1	FA	$120,000	$120,000
38	Proposed Musco Lighting (**)	1	LS	$ 245,000	$ 245000
				Subtotal (Page P-1b (rev2)	$ 2,232,075
				BASE BID GRAND TOTAL (PAGE P-1a plus P-1b(rev2)	$ 2,898,375

H.A
Bidder's Initials

PROPOSAL (continued) EXPANSION OF THE COSTA MESA SKATE PARK ADDITIVE ALTERNATIVES					
NO.	**DECRIPTION**	**EST. QTY**	**UNIT**	**UNIT PRICE**	**TOTAL AMOUNT**
C39	Cameras/ Conduit (**)	1	LS	$ $220,000.00	$ $220,000.00
C40	**Musco Lighting Retrofit**	**1**	**LS**	**$** $117,150.00	$ $117,150.00
				TOTAL ADDITIVE ALTERNATE BID:	**$** 337,150

337,150

TOTAL ADDITIVE ALTERNATE BID AMOUNT (in Figures):

Three Hundred Thirty-Seven Thousand one Hundred Fifty dollars

TOTAL ADDITIVE ALTERNATE BID AMOUNT (in Words):

$3,235,525.00

TOTAL BASE BID + ALTERNATIVE BID AMOUNT (In Figures):

Three million two hundred thirty-five thousand five hundred twenty-five

The award of the Contract shall be based on the lowest responsive Base Bid amount. Should the CITY authorize the Base Bid and Additive Alternate Bid, then the award amount shall be based on the lowest responsive Bid Amount determined as Base Bid plus Total Bid Amount of Additive Alternate Bid Item).

The City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The CITY also reserves the right to reject all Bids.

H.A

Bidder's Initials

PROPOSAL (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. **(*)** Allowance is for unforeseen work not included in the contract documents and to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. This Bid item will cover unforeseen work that is not included in the contract documents. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.
4. (**) Schedule of Values shall be submitted before 4:00 PM of the 5th business day following the bid opening. Price includes the indirect cost and markup.
5. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
6. Request for Information shall be submitted before 2PM Thursday, January 8, 2026.
7. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.
   The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity. In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

H.A

Bidders Initials

P-1d

PROPOSAL

Base Bid (Continued)

(Please Type or Print)

Total Amount for Base Bid (in written words) Two million eight hundred ninety-eight thousand three hundred seventy-five ($ $2,898,375.00 in figures)

Contractor's Lawful Name: Elegant Construction Inc

Bidder's Name: Hazem Almassry Bidder's Initials: H.A

Contractor's License No. 1053447 Expiration: 05-31-27

Contractor's Taxpayer I.D. Number [redacted]

Contractor's DIR Registration Number: 1000406720

Signature: [signature] Date: 22/01/2026

Contractor's Address: 15375 Barranca Parkway suite J-103

Irvine CA92618

Telephone Number: ( ) 949-444-5161 Mobile No.: ( ) 949-771-5136

Fax Number: ( ) E-mail: Bidding@elegantcon.com

24-Hour Emergency Contacts:

Hazem Almassry
Name
Telephone Number: (949-444-5161
Mobile No.: ( ) 949-771-5136

Name
Telephone No.: ( )
Mobile No.: ( )

Name
Telephone No.: ( )
Mobile No.: ( )

H.A
Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of _____ ($_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

H.A
_____
Bidder's Initials

Respectfully Submitted,

Elegant Construction Inc	Hazem Almassry / Vice President
Contractor's Business Name	Contractor Title
15375 Barranca Parkway suite J-103	Vice President
Business Address: Street	Singed By Title
Irvine CA92618	1053447 A, B, C8, C12, C13, C15, C36, C54 05-31-27
City State Zip	Contractor's License No. and Classification Exp. Date
949 444-5161	01/22/2026
Business Phone Number	Date
Hazem Almassry / Vice President	15375 Barranca Parkway suite J-103
Name Title	Residence: Street
Irvine California 92618	949 444-5161
City State Zip	Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☑ Corporation Taxpayer I.D. Number [redacted]

	Can Sign	Must Sign
Name Hazem Almassry	☐	☑
Name Sam Alhakim	☑	☐
Name	☐	☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Hazem Almassry / CFO	
sam alhakim / CEO	

H.A

Bidder's Initials

Bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Bidder's Signature
1	Jan 14, 2026	
2	Jan 15, 2026	
3	Jan 20, 2026	

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

Date Project Awarded	Awarding Agency	Agency's Contract Administrator Contact Information
July 2024	City of Tustin	Jason J. Churchill 714-573-3355
December , 2024	County of Riverside	Trai Nguyen (951) 955-6780
February , 2025	CITY OF TUSTIN	Marilyn Buescher 714-573-3334

H.A

Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand ($10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

Bid Item (s) Number	*% Portion of Work*	*Name, Address and E-mail of Subcontractor*	*State License Number*	*Class*	*DIR Registration Number*
24-27	100	SPOHN RANCH INC 6824 S CENTINELA AVENUE LOS ANGELES, CA 90230 Business Phone Number:(626) 330-5803	761475	A	1000005197
38	100	R M F CONTRACTING INC 1523 N HARMONY CIR ANAHEIM, CA 92807 (949) 770-226	813655	C10	1000003540
28-32 &36	100	SCAPEPROS LANDSCAPING CORPORATION 1100 E ORANGETHORPE AVENUE ANAHEIM, CA 92801 Business Phone Number:(714) 512-5985	1114665	C27	1001138222

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

H.A

Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Elegant Construction Inc Phone: 949 444-5161

Address: 15375 Barranca Parkway suite J-103 Fax: _____

Irvine CA92618

Contact Person: Hazem Almassry No. of years in business: 6

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☑ NO

Type of work/services/materials provided by firm? All construction services

What was your firm's Gross Annual receipts for last year?

- ☐ Less than $1 Million
- ☐ Less than $5 Million
- ☐ Less than $10 Million
- ☑ Less than $15 Million
- ☐ More than $15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

H.A

Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

See Attached

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we,_____ as principals, and _____ as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of _____ ($_____) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if accepted by the City of Costa Mesa, and if the above bounden, _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, _____, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
_____	_____
_____	_____
Contractor/ Principal (Notary Acknowledgement to be attached)	Surety/Power of Attorney (Notary Acknowledgment to be attached)

_____
Bidder's Initials

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

H.A

Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or l s to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Elegant Construction Inc

Contractor Firm Name

Hazem Almassry

Name of Principal

Vice President

Title



Signature

See Attached

Subscribed and sworn to before me by:

_____

This ____ day of _____, 20___.

My Commission Expires: _____

_____

Notary Public

H.A

Bidder's Initials

CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR PUBLIC WORKS PROJECTS (Labor Code §1861)

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 01-22-26

CONTRACTOR

Elegant Construction Inc



Company Name

PROJECT: THE EXPANSION OF THE COSTA MESA SKATE PARK
City Project No. 25-01

H.A

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

H.A

Bidder's Initials

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN

CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
None				

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Elegant Construction Inc

Bidder/Applicant/Proposer

01-22-26

Date

H.A

Bidder's Initials

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: **JANUARY 14, 2026**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: **SKATE PARK EXPANSION PROJECT, CITY PROJECT NO. 25-01 - ADDENDUM NO. 1**

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to *kevin.gaxiola@costamesaca.gov*. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: Elegant Construction Inc

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addendums or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: **THURSDAY, JANUARY 22, 2026**

BID OPENING TIME: **NO CHANGE, 2:00 P.M.**

BID OPENING PLACE: **NO CHANGE**

THE PRE-BID RFI LOG

This addendum addresses all RFIs received to date. The Pre-Bid RFI Log, including both the RFI questions and corresponding responses, is included herein.

PROJECT SPECIFICATIONS

1. Added Sections / Documents

The following sections and documents have been added to the Project Specifications:

- Table of Contents – Pages i through iv
- Notice Inviting Bids – Pages N-1 and N-2
- SECTION 01 50 00 – Construction Facilities and Temporary Controls
- SECTION 01 78 39 – Project Record Documents
- SECTION 05 05 13 – Powder Coating
- SECTION 09 96 23 – Graffiti Resistant Coatings
- SECTION 10 14 00 – Signage
- SECTION 01 35 00 – Safety Requirements
- SECTION 28 2000 – Video Surveillance

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: **JANUARY 15, 2026**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: **SKATE PARK EXPANSION PROJECT, CITY PROJECT NO. 25-01 - ADDENDUM NO. 2**

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to *kevin.gaxiola@costamesaca.gov*. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: Elegant Construction Inc

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addendums or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: **THURSDAY, JANUARY 22, 2026**

BID OPENING TIME: **NO CHANGE, 2:00 P.M.**

BID OPENING PLACE: **NO CHANGE**

PRE-BID RFI:

Q1:
Plans indicate that Poles/Fixtures 1–6 are existing and include an alternate price to replace fixtures. Does the Base Bid include new poles and fixtures for Poles 1–6, or only for Poles 7–11?

A1:
The Base Bid includes new poles and fixtures only for Poles 7–11. Poles 1–6 are existing and shall remain in place. Existing Poles 1–6 shall be retrofitted with new Musco fixtures. An alternate bid item is provided for replacement of fixtures on existing Poles 1–6, if selected by the City.

Q2:
Note 2 states to pull new circuits in an existing pull box for new Musco lights. Are there existing empty conduits from the pull box to the panel to serve the new lighting circuits, or are new home runs required?

A2:
There are no confirmed existing empty conduits available to serve the new Musco lighting circuits. The Contractor shall provide new home runs from the panel to serve all new Musco lighting circuits.

PROJECT SPECIFICATIONS

1. Sections / Documents

The following sections and documents have been added to the Project Specifications:

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: **JANUARY 20, 2026**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: **SKATE PARK EXPANSION PROJECT, CITY PROJECT NO. 25-01 - ADDENDUM NO. 3**

Please forward this addendum to the appropriate individual as soon as possible. Please sign acknowledging receipt herein and e-mail a copy of this sheet to *kevin.gaxiola@costamesaca.gov*. The bidder shall individually identify and acknowledge receipt of **ALL** addenda by signing and enclosing each form in his/her bid package submittal. Failure to do so may result in a disqualification of his/her bid. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: Elegant Construction Inc

All bidders shall register with *PlanetBids* in order to retrieve the addendum. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addendums or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: **THURSDAY, JANUARY 22, 2026**

BID OPENING TIME: **NO CHANGE, 2:00 P.M.**

BID OPENING PLACE: **NO CHANGE**

BID PROPOSAL:
Bidders shall use the revised Bid Proposal Page P-1b (Rev 2). The revisions include the following:

- Bid Item No. 35 Site Grading has been added to the Bid Proposal.
- Double asterisks ()** have been added to Bid Item No. 27, indicating that submission of a Schedule of Values is required.

CLARIFICATIONS TO PROJECT SPECIFICATIONS:

SECTION 28 2000 – Video Surveillance has been updated and is hereby incorporated into the Project Specifications and made a part of the Contract Documents.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail to irina.gurovich@costamesaca.gov.

Sincerely,

Irina Gurovich
Project Manager

ATTACHMENT 4

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Elegant Construction, Inc. as principals, and The Gray Casualty and Surety Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of Total Amount Bid---------- ($ ------10%------) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Elegant Construction, Inc., if accepted by the City of Costa Mesa, and if the above bounden, Elegant Construction, Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, Elegant Construction, Inc., by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 21st day of January, 2026.

Elegant Construction, Inc.	The Gray Casualty & Surety Company
By: Hazem Nuassry	By:
Title: Vice President	Title: Jonathan Batin, Attorney-in-Fact
Contractor/ Principal (Notary Acknowledgement to be attached)	Surety/Power of Attorney (Notary Acknowledgment to be attached)

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bidder's Initials

ATTACHMENT 4

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On JAN 2 1 2026, before me, Zyanya Q. Hernandez , Notary Public,

personally appeared Jonathan Batin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

ZYANYA Q. HERNANDEZ
Notary Public - California
Orange County
Commission # 2497409
My Comm. Expires Aug 12, 2028

WITNESS my hand and official seal.

SIGNATURE

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

ATTACHMENT 4

Performance Bonding
08/13/2025 08:10 6099000119860

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A - Bid Bond **Principal:** Elegant Construction, Inc.

Project: City Project No. 25-01 Costa Mesa Skate Park Expansion

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jessica T. Garcia, Melissa Lopez, Vanessa Ramirez, Jonathan Batin, Zyanya Hernandez, Jennifer Anaya, Joaquin Perez, Albert Melendez, Chrisina Rogers, Frederic M. Archerd, Jr., Mary Martha Langley, Yu Cheng Chiang, and Erik Johansson of Tustin, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of January , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of January , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

ATTACHMENT 4

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Telephone: 504-780-7440
info@graysurety.com

P.O. Box 6202
Metairie, LA 70009

Surety Bond Seal Addendum

In response to the logistical issues associated with the Covid-19 pandemic, The Gray Insurance Company and The Gray Casualty & Surety Company, (individually, the "Company" and collectively, the "Companies") have authorized the Attorneys-in-Fact named on the Power of Attorney attached hereto and incorporated herein by reference to affix the Companies' seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by such Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st Day of January 2021

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

By: _____

Cullen S. Piske
President, The Gray Casualty & Surety Company
Attorney-in-Fact, The Gray Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 01/20/2026 (Date) before me, Elham Ghanbarnejadianshirazi, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Hazem Almassry (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ELHAM GHANBARNEJADIANSHIRAZI
COMM. # 2516559
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. APRIL 6, 2029

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ATTACHMENT 4

Project and Specification No. 25-01

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Fineline Electric Phone: (949) 633-0001

Address: 15375 Barranca pkwy Suite I-105 Fax: _____

Irvine CA 92618

Contact Person: Shadi Tamadon No. of years in business: 13

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Electrical Contractor

What was your firm's Gross Annual receipts for last year?

- ☐ Less than $1 Million
- ☒ Less than $5 Million
- ☐ Less than $10 Million
- ☐ Less than $15 Million
- ☐ More than $15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

~~H.A~~ S.T.
Bidder's Initials

BIDDER'S QUALIFICATIONS

Skatepark construction is highly-specialized. It requires careful precision and an intimate understanding of skateboarding's nuanced details. Skateboard wheels are extremely sensitive, therefore even the slightest inconsistency, dimension discrepancy or misinterpreted detail can lead to major safety and functionality issues.

To validate that the bidder possesses the specialized expertise and qualifications to perform the work, bidders are required to submit the following form as part of their bid. Submission of this form does not automatically constitute qualification.

LICENSING & REGISTRATION

The specialty skatepark contractor must possess a current and active contractor license issued by the State of California's Contractors State License Board:

- Business Name: Spohn Ranch, Inc.
- License #: 761475
- Expiration Date: 5/31/27

The specialty skatepark contractor must possess a current and active registration issued by the State of California's Department of Industrial Relations:

- Business Name: Spohn Ranch, Inc.
- Registration #: 1000005197
- Expiration Date: 6/30/28

SHOTCRETE NOZZLEMAN

The specialty skatepark contractor's shotcrete nozzleman is required to be certified by the American Concrete Institute.

- Name: Mark Bradford
- Certification ID: 01262561
- Expiration Date: 5/4/29

INSURANCE

Does the specialty skatepark contractor meet the following minimum insurance requirements?

- Workers Compensation and Employers Liability insurance in the amount of $1,000,000

YES ☑ NO ☐

- Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of $1,000,000 per occurrence, $2,000,000 aggregate

  YES ☑ NO ☐

- Excess Liability/ Umbrella Insurance in the amount of $3,000,000

  YES ☑ NO ☐

- Errors and Omissions/ Professional Liability insurance in the amount of $1,000,000 per occurrence, $1,000,000 aggregate

  YES ☑ NO ☐

LEGAL

In the past 5 (five) years, has the specialty skatepark contractor failed to complete a construction contract or been assessed liquidated damages?

YES ☐ NO ☑

If yes, please explain:

_____

_____

_____

In the past 5 (five) years, has the specialty skatepark contractor been sued for damages for breach of contract, defective construction or breach of warranty?

YES ☐ NO ☒

If yes, please explain:

_____

_____

_____

In the past 5 (five) years, has a claim or lawsuit been filed against the specialty skatepark contractor's performance bonding company arising from a breach of contract or defective construction?

YES ☐ NO ☑

If yes, please explain:

If yes, please explain:

_____

_____

_____

In the past 5 (five) years, has a claim or lawsuit been filed against the specialty skatepark contractor's performance bonding company arising from a breach of contract or defective construction?

YES ☐ NO ☑

If yes, please explain:

_____

_____

_____

In the past 5 (five) years has the specialty skatepark contractor had work rejected by an Owner or Owner's representative?

YES ☐ NO ☑

If yes, please explain:

_____

_____

_____

_____

PRIOR SPECIALTY SKATEPARK CONSTRUCTION EXPERIENCE

The specialty skatepark contractor is required to have **MINIMUM** SIX (6) YEARS OF EXPERIENCE and constructed 5 (five) concrete skateparks of a minimum of 12,000 square feet for a public entity within the United States within the last 5 (five) years. Projects must have been open and continuously in operating condition for at least 1 (one) year.

1. PROJECT NAME: Rockaway Beach Skatepark, New York, NY

OWNER: NYC Parks Department

OWNER CONTACT INFORMATION: imelda.bernstein@parks.nyc.gov

SHOTCRETE NOZZLEMAN: Mark Bradford

YEAR OPENED: 2021

SQUARE FOOTAGE: 15,000

CONTRACTOR'S SCOPE: Concrete skatepark construction

2. PROJECT NAME: South Ogden Skatepark

OWNER: City of South Ogden, UT

OWNER CONTACT INFORMATION: mdixon@southogdencity.gov

SHOTCRETE NOZZLEMAN: Kelly Malobovich

YEAR OPENED: 2024

SQUARE FOOTAGE: 19,000

CONTRACTOR'S SCOPE: Concrete skatepark construction

3. PROJECT NAME: Riverside Skatepark, City of Cedar Rapids, IA

OWNER: City of Cedar Rapids, IA

OWNER CONTACT INFORMATION: Steve Krug, s.krug@cedar-rapids.org

SHOTCRETE NOZZLEMAN: Mark Bradford

YEAR OPENED: 2022

SQUARE FOOTAGE: 14,000

CONTRACTOR'S SCOPE: Skatepark design and construction

4. PROJECT NAME: Crowley Lake Skatepark

OWNER: Mono County, CA

OWNER CONTACT INFORMATION: pchapman@mono.ca.gov

SHOTCRETE NOZZLEMAN: Mark Bradford

YEAR OPENED: 2018

SQUARE FOOTAGE: 15,000

CONTRACTOR'S SCOPE: Skatepark design and construction

5. PROJECT NAME: West Jordan Wheels Park

OWNER: City of West Jordan, UT

OWNER CONTACT INFORMATION: dustin@sandlinc.com

SHOTCRETE NOZZLEMAN: Kelly Malobovich

YEAR OPENED: 2024

SQUARE FOOTAGE: 15,000

CONTRACTOR'S SCOPE: Skatepark design and construction

ATTACHMENT 4

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Elegant Construction, Inc. as principals, and The Gray Casualty and Surety Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of Total Amount Bid---------- ($ ------10%------) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Elegant Construction, Inc., if accepted by the City of Costa Mesa, and if the above bounden, Elegant Construction, Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, Elegant Construction, Inc., by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 21st day of January, 2026.

Elegant Construction, Inc.	The Gray Casualty & Surety Company
By: Hazem Nuassry	By:
Title: Vice President	Title: Jonathan Batin, Attorney-in-Fact
Contractor/ Principal (Notary Acknowledgement to be attached)	Surety/Power of Attorney (Notary Acknowledgment to be attached)

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bidder's Initials

ATTACHMENT 4

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On JAN 2 1 2026, before me, Zyanya Q. Hernandez , Notary Public,

personally appeared Jonathan Batin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

ZYANYA Q. HERNANDEZ
Notary Public - California
Orange County
Commission # 2497409
My Comm. Expires Aug 12, 2028

PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

ATTACHMENT 4

Performance Bonding
08/13/2025 08:10 6099000119860

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A - Bid Bond **Principal:** Elegant Construction, Inc.

Project: City Project No. 25-01 Costa Mesa Skate Park Expansion

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jessica T. Garcia, Melissa Lopez, Vanessa Ramirez, Jonathan Batin, Zyanya Hernandez, Jennifer Anaya, Joaquin Perez, Albert Melendez, Chrisina Rogers, Frederic M. Archerd, Jr., Mary Martha Langley, Yu Cheng Chiang, and Erik Johansson of Tustin, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of January , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 21st day of January , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

ATTACHMENT 4

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Telephone: 504-780-7440
info@graysurety.com

P.O. Box 6202
Metairie, LA 70009

Surety Bond Seal Addendum

In response to the logistical issues associated with the Covid-19 pandemic, The Gray Insurance Company and The Gray Casualty & Surety Company, (individually, the "Company" and collectively, the "Companies") have authorized the Attorneys-in-Fact named on the Power of Attorney attached hereto and incorporated herein by reference to affix the Companies' seal to any bond executed on behalf of the Companies by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of any of the Companies by such Attorney-in-Fact, each Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 1st Day of January 2021

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

By: _____

Cullen S. Piske
President, The Gray Casualty & Surety Company
Attorney-in-Fact, The Gray Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 01/20/2026 (Date) before me, Elham Ghanbarnejadianshirazi, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Hazem Almassry (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ELHAM GHANBARNEJADIANSHIRAZI
COMM. # 2516559
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. APRIL 6, 2029

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☒ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2017 National Notary Association

ATTACHMENT 4

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization as required by written contract.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	3/23/2025	Policy No.	WEP3775439	Endorsement No.	0
Insured	ELEGANT CONSTRUCTION INC			Premium $	25,482
Insurance Company	Wesco Insurance Company				

Countersigned by _____

ATTACHMENT 4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2026

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

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

PRODUCER	CONTACT NAME: Josh Kashani	
Wellington Partners Ins Svcs 6303 Owensmouth Avenue 10th Floor Woodland Hills CA 91367	PHONE (A/C, No, Ext): (818) 492-4355	FAX (A/C, No): (855) 933-5544
	E-MAIL ADDRESS: certs@wpisgroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D : Wesco Insurance Company	25011
	INSURER E :	
	INSURER F :	

INSURED
ELEGANT CONSTRUCTION INC
188 TECHNOLOGY DR
SUITE N
IRVINE CA 92618

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WEP3775439	03/23/2025	03/23/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

SUBJECT: COSTA MESA SKATE PARK EXPANSION PROJECT (900 ARLINGTON DRIVE, COSTA MESA) - CITY PROJECT NO. 25-01 - NOTICE OF INTENT TO AWARD

Waiver of Subrogation in favor of The City of Costa Mesa and their elected and appointed boards, officers, agents, employees, applies for Workers Compensation 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CITY OF COSTA MESA
P.O. BOX 1200 77
FAIR DRIVE CA 92628-1200

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael Kohanfar

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77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-198 **Meeting Date:** 4/7/2026

TITLE:

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE (WISE) AGREEMENT

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/GENERAL SERVICES DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR, (714) 754-5029**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Waste Infrastructure System Enterprise (WISE) Agreement with the County of Orange for municipal solid waste disposal rates and services.

2. Authorize the City Manager, or designee, to execute the agreement, and all related documents, on behalf of the City and make minor modifications as necessary.

BACKGROUND:

The County of Orange, through Orange County Waste & Recycling (OCWR), operates the County-owned landfill system, including three active landfills and approximately 20 inactive sites. Since 1997, Orange County cities have participated in the Waste Disposal Agreement (WDA), which provided guaranteed landfill capacity and disposal rates of at least ten percent (10%) below noncontract customers. The WDA has been amended several times, in 2004, 2009, 2015 and most recently for a one-year extension in 2025.

As the WDA neared expiration, OCWR developed the successor Waste Infrastructure System Enterprise (WISE) Agreement (Attachment 1). The Orange County City Managers Association (OCCMA), representing cities, sanitary districts, and special districts that rely on the landfill system, coordinated review and negotiations beginning in late 2024. In 2025, OCCMA secured a one-year extension of the WDA through June 30, 2026, allowing additional time for negotiations.

Costa Mesa currently has seven approved non-exclusive franchise waste haulers. These haulers are responsible for paying disposal rates set through the WISE Agreement.

ANALYSIS:

The current WDA limits annual rate increases to CPI and does not account for rising operational, regulatory, and environmental compliance costs at Orange County Landfills. OCWR also indicated that additional capital was needed to fund the Brea Olinda landfill closure and significantly expand the capacity of the landfill in San Juan Capistrano over the course of the 10-year term. OCWR's initial WISE proposal would have increased disposal rates from $43.76 per ton (FY 2025-26 rate) to $82 in the first year and were projected to rise to nearly $107 by 2035.

Through negotiations, OCCMA reached an agreement on a phased disposal rate structure for the first three years of the agreement, as per the schedule below. Starting in FY 2029-30, the rate will be adjusted based on the Consumer Price Index (CPI).

Fiscal Year	Contract Rate
2026-27	$67/ton
2027-28	$74/ton
2028-29	$81/ton
2029-30	$81/ton + CPI

While the primary focus of the negotiations was tied to the disposal rate, OCCMA successfully negotiated the following key provisions:

- Beginning in 2030, an annual "true-up" process that may freeze CPI adjustments depending on OCWR's cost recovery and tonnage revenue. Cities may initiate a 'meet and confer' process with review by an independent consultant.
- Inclusion of review and annual notification provisions to ensure continued OCCMA participation to improve transparency and oversight of OCWR's financial status and implementation of the WISE Agreement.
- Removal of language that would have made cities financially responsible for hauler non-payment.
- Adoption of a blended CPI index (60% Solid Waste, Water, and Sewer; 40% All Urban Consumers).
- Removal of the requirement that all residential organic waste is sent to OCWR; the County will offer optional organic waste processing services.

In order to take advantage of the negotiated rates and other modifications, Costa Mesa must execute the WISE Agreement, the Franchise Hauler Acknowledgement Form (Attachment 2), and Service Coordinator Designation Form (Attachment 3) by April 30, 2026. The 'Participation Threshold' for the WISE Agreement to become effective requires that cities that represent at least fifty percent (50%) of the disposal sent to the County landfills ratify the document. The agreement is for ten (10) years, through June 30, 2036, with one optional 10-year extension.

The negotiated rates substantially reduce the financial impacts compared to the County's initial proposal. Effective July 1, 2026, the increased rates are expected to result in an estimated ten percent (10%) increase to monthly residential customer bills and an estimated sixteen percent (16%) increase for commercial customers. These increases are in addition to any hauler-related cost increases associated with service. The OCCMA, through negotiations, reduced the projected rate increases from the County's initial proposals and spread the impact to occur over several years. The Orange County Board of Supervisors approved this new agreement earlier this year and all cities and special districts are expected to approve it over the next few months.

The City Attorney's Office was involved throughout this process to ensure the new agreement meets the State's requirements and effectively formalizes hauler responsibilities. Therefore, staff requests City Council approval for the WISE agreement.

Costa Mesa Waste Collection and Recycling

The City of Costa Mesa, through franchise agreements with seven (7) haulers, administers waste and recycling program for multi-family and commercial land uses. Each property has independent contracts with its respective haulers that may limit future rate increases for the duration of their term. The new WISE agreement may impact new agreement costs, and varies by hauler. The disposal rate is only factor in rate determination. Other variables include equipment, staffing, maintenance, fuel, etc. The overall impact is anticipated to be approximately 10 percent to 16 percent increase in rates to residential and commercial customers.

Costa Mesa Sanitary District Residential Solid Waste Collection

Costa Mesa Sanitary District (CMSD) administers waste and recycling programs to single-family and smaller multi-family properties, under a franchise agreement with CR&R. CMSD took the WISE agreement adoption to its Board for approval on March 23, 2026. In April 2026, CMSD Board will hear options for rate increases for its customers. The current proposals being considered are annual increases of eight (8) percent per year over the next five years or increases ranging from seven (7) percent to 11 percent per year over the next five years.

Outreach and Engagement

The City will collaborate with CMSD to provide information on the new County disposal rates to Costa Mesa residents and businesses. In addition, the City will work with franchise haulers to communicate with their respective customers in advance of rate increases in a transparent manner.

ALTERNATIVES:

The City Council may decline to authorize the proposed agreement. Without the approval of this agreement, all Costa Mesa haulers will not receive the negotiated rates which will result in even higher disposal costs at Orange County Landfills. The non-negotiated rate beginning July 1, 2026, is $92.70/ton, which is considerably higher than the negotiated rate. Staff does not recommend this alternative.

FISCAL REVIEW:

For fiscal year 2026-27, the waste hauler disposal rate will increase from $43.76 to $67.00 per ton, which represents a 53.1% increase. While the waste hauler disposal rate is anticipated to increase by 53.1%, the City's agreement with its facilities waste hauler limits an annual adjustment to a maximum of 2% CPI increase.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and the proposed agreement and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item works toward achieving the following City Council goal:

- Maintain and enhance the City's infrastructure, facilities, equipment, and technology.

CONCLUSION:

Staff recommends the City Council:

1. Approve the attached WISE Agreement with the County of Orange for municipal solid waste disposal rates and services.

2. Authorize the City Manager, or designee, to execute the agreement, and all related documents, on behalf of the City and make minor modifications as necessary.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-198 **Meeting Date:** 4/7/2026

TITLE:

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE (WISE) AGREEMENT

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/GENERAL SERVICES DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR, (714) 754-5029**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Waste Infrastructure System Enterprise (WISE) Agreement with the County of Orange for municipal solid waste disposal rates and services.

2. Authorize the City Manager, or designee, to execute the agreement, and all related documents, on behalf of the City and make minor modifications as necessary.

BACKGROUND:

The County of Orange, through Orange County Waste & Recycling (OCWR), operates the County-owned landfill system, including three active landfills and approximately 20 inactive sites. Since 1997, Orange County cities have participated in the Waste Disposal Agreement (WDA), which provided guaranteed landfill capacity and disposal rates of at least ten percent (10%) below noncontract customers. The WDA has been amended several times, in 2004, 2009, 2015 and most recently for a one-year extension in 2025.

As the WDA neared expiration, OCWR developed the successor Waste Infrastructure System Enterprise (WISE) Agreement (Attachment 1). The Orange County City Managers Association (OCCMA), representing cities, sanitary districts, and special districts that rely on the landfill system, coordinated review and negotiations beginning in late 2024. In 2025, OCCMA secured a one-year extension of the WDA through June 30, 2026, allowing additional time for negotiations.

Costa Mesa currently has seven approved non-exclusive franchise waste haulers. These haulers are responsible for paying disposal rates set through the WISE Agreement.

ANALYSIS:

The current WDA limits annual rate increases to CPI and does not account for rising operational, regulatory, and environmental compliance costs at Orange County Landfills. OCWR also indicated that additional capital was needed to fund the Brea Olinda landfill closure and significantly expand the capacity of the landfill in San Juan Capistrano over the course of the 10-year term. OCWR's initial WISE proposal would have increased disposal rates from $43.76 per ton (FY 2025-26 rate) to $82 in the first year and were projected to rise to nearly $107 by 2035.

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CONCLUSION:

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1. Approve the attached WISE Agreement with the County of Orange for municipal solid waste disposal rates and services.

2. Authorize the City Manager, or designee, to execute the agreement, and all related documents, on behalf of the City and make minor modifications as necessary.

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT
("WISE AGREEMENT")

Between

THE COUNTY OF ORANGE, CALIFORNIA

and
the

CITY OF XX

Dated XX, 2026

County Authorization Date:

City Authorization Date:

XX, 2026

County Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Notice Address:

City Manager
City of XX
ADDRESS
CITY, STATE ZIP CODE

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ORGANIC SERVICES AGREEMENT

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT

THIS WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT ("WISE Agreement" or "Agreement" are used interchangeably) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the city, special district, or sanitary district designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, closed landfills, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of twenty (20) closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates.

The County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the

Disposal System and is offering interested Cities the option of participating in the County provided Organic Processing Services pursuant to a separate Organic Services Agreement ("OSA") as provided in Appendix 5.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Waste Infrastructure System Enterprise Agreement ("WISE Agreement" or "Agreement"), on the terms and conditions set forth herein. The County and City acknowledge that the currently operative WDA shall remain in full force and effect until its expiration or the WISE Agreement Commencement Date, whichever comes first.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing disposal rate stability, predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Waste Infrastructure System, thereby enabling the County to plan, manage, operate and finance improvements to the Waste Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish, Organic Waste and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means AB 939 the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Infrastructure System Enterprise Agreement ("WISE Agreement") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

"Applicable Law" means the Act, Organics Legislation, the Orange County Code of Ordinances, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or State rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System, and the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"Capital Costs" means all costs of the Waste Infrastructure System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller's Manual, including but not limited to all of the categories of costs of the Waste Infrastructure System including but not limited to "Buildings and Improvements, and Infrastructure" (Object Code 4200), "Equipment" (Object Code 4000-4040) and "Intangible" (Object Code 4250-4299) in the County of Orange – Chart of Accounts, or any successor accounting or reporting system utilized by the County.

"CEQA" means the California Environmental Quality Act, codified in California Public Resources. Code Section 21000 *et seq*. as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq*., as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County); or

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(4) any new or revised requirements or fees relating to the funding or provision of Waste Infrastructure Services, including but not limited to, Integrated Waste Management Act Fees, Host Fees, regulations for disposal operations, organics processing and diversion, recycling initiatives or activities associated with the remediation, closure, funding or monitoring of closed landfills with respect to facilities comprising the Waste Infrastructure System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the City (general law, charter or other), Special District or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(D) hereof).

"Consumer Price Index" or "CPI" means a blend of the following two indexes based on the following percentage of each: 60% of the CPI shall be comprised of the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG); and, 40% of the CPI shall be comprised of the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). In the event either of the forgoing indexes is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the Orange County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

(1) Non-Recycled City Acceptable Waste;

(2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and

(3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Landfills" means all active Class III sanitary landfills located within the County of Orange and operated by the Department. At the time of execution, County Landfills consist of the Olinda Alpha Landfill located in Brea, California, the Frank R. Bowerman Landfill located in Irvine, California, and the Prima Deshecha Landfill located in San Juan Capistrano, California. (Note: The current estimated closure date for the Olinda Alpha Landfill is 2036 as specified in its Solid Waste Facility Permit. Throughout the term of this Agreement, County reserves the right to reduce, continue, expand, or cease all operation at the Olinda Alpha Landfill at its sole discretion.)

"County Plan" means the integrated waste management plan of the County approved by CalRecycle pursuant to the Act as in effect from time to time.

"County Acceptable Waste" means Acceptable Waste generated in the County.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body

which succeeds to the duties and powers thereof.

"Designated Facility" means the landfill or other County facility that the Department directs or assigns City Franchise Haulers to deliver City Acceptable Waste.

"Director" means the Director of OC Waste & Recycling.

"Disposal Services" means the solid waste disposal and other services to be provided by the County pursuant to the Service Covenant and as otherwise provided in this Agreement.

"Disposal System" means the Waste Infrastructure System which includes solid waste disposal operations at active landfills; Organics Infrastructure; regional Household Hazardous Waste Collection Centers; and other waste management related systems deemed necessary by the County, as well as services, such as post-closure maintenance and other activities, at closed landfills formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Full Cost Recovery" means all facets of Department costs and responsibilities including, but not limited to; operation, maintenance and management of the Waste Infrastructure System, labor and equipment, capital projects, environmental monitoring and mitigation, site closure, legal and regulatory compliance, long-term post-closure maintenance, remediation costs, planning for contingencies associated with the County's long-term liability and maintaining adequate financial reserves.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Material" or "Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section §78000 *et seq*.), and Titles 26 and 27 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq*.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq*.) and the regulations contained in 10 CFR Part 40. The terms Hazardous Waste, Hazardous Material or Hazardous Substance shall be used interchangeably in this Agreement when not referring to specific Applicable Law.

"Host Fee" means the amount paid pursuant to Cooperative Agreements, referred to in Section 1.2 (I) of this Agreement, to compensate the cities identified in Section 1.2(I) ("Host Cities") for costs or impacts incurred by Host Cities which might be associated with County Landfills due to their location within Host City boundaries, and not already substantially avoided or mitigated through the identification and adoption of Project Design Feature and Mitigation Measures.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries

of the County and delivered to the Waste Infrastructure System.

"Importation Agreement" means an agreement between the County and any public or private entity for the delivery and acceptance of Imported Acceptable Waste pursuant to contract.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Waste Infrastructure System pursuant to a franchise, contract, permit or other authorization with a City in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Waste Infrastructure System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative or regulatory proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"MRF Fines" mean undersized or pulverized material consisting of small fractions of waste that are created during the recycling process as Material Recovery Facilities.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(F).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Waste Infrastructure System.

"Organics Infrastructure" means organic processing facilities designed to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, and/or assist local jurisdictions in meeting their organic diversion requirements which are utilized by interested Cities in connection with their participating in County-provided Organic Processing Services pursuant to a separate Organic Services Agreement.

"Organics Legislation" means organics recycling legislation including AB 1594, AB 1826, SB 1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organics Processing Services" means the services provided by County to Cities that choose to enter into the Organic Services Agreement provided in Appendix 5.

"Organics Services Agreement" ("OSA") means that separate agreement (as provided in Appendix 5) between County and interested Cities, whereby the County agrees to provide Organic Processing Services to interested Cities pursuant to the terms of the OSA.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any City executing a WISE Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Participation Threshold" means the point at which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Agreements shall exceed 50% percent (using the percentage rates attributed to such Participating Cities in Appendix 1).

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement or other contractual arrangement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by local, State, and federal regulation to be:

(1) Of a nature that they must be listed as hazardous in State statutes and regulations;

(2) Toxic/ignitable/corrosive/reactive; and

(3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(C) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq*., as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified in California Health & Safety Code Section 6400 *et seq*., as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste and City Acceptable Organic Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Special District" means public agencies created by a Governmental Body to provide one or more specific services to a community, such as but not limited to water, sewer, refuse, parks and recreation, fire protection, pest abatement, etc.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the term of this Agreement.

"Ton" means a "short ton" of two thousand (2,000) pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before receipt in the Waste Infrastructure System.

"Unacceptable Waste" means Hazardous Material; Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Waste Infrastructure System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Waste Infrastructure System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance, epidemic; and

(2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Waste Infrastructure System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

"Waste Infrastructure System" or "Disposal System" means County owned or operated waste management

related facilities, including active Class III sanitary landfills ("County Landfills"), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"WISE" means Waste Infrastructure System Enterprise.

"WISE Agreements" means each of the WISE agreements entered into between the County and any City within the County, Special District, Sanitary District, Jurisdiction, or operator of any Franchise Hauler located in the County in accordance with the terms herewith.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and
(3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided; however, that this Agreement shall not supersede the following Cooperative Agreements as they currently

exist or as they may be amended in the future:

1) Cooperative Agreement between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill.
2) Cooperative Agreement between the City of Irvine and the County of Orange regarding the Frank R. Bowerman Landfill.
3) Cooperative Agreement between the City of San Juan Capistrano and the County of Orange regarding the Prima Deshecha Landfill.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF WASTE MANAGEMENT AND DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Management and Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, and subject to available Waste Infrastructure System capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Waste Infrastructure System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Waste Infrastructure System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have

been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Waste Infrastructure System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Waste Infrastructure System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Waste Infrastructure System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to the County Waste Infrastructure System (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Waste Infrastructure System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Waste Infrastructure System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Controllable Waste Flow Enforcement.

(1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to and in accordance with the Waste Disposal Covenant for Controllable Waste disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to:

(i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant,
(ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and
(iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by: (1) subtracting the

number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (2) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Agreement as a result of such breach, the damages due as a result of such termination shall be equal to the average monthly deliveries by the City for the twelve (12) months prior to the commencement of the breach multiplied by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Waste Infrastructure System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement, the Act, Organics Legislation, or other Applicable Law. Such information may include information such as, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Controllable Organic Waste collected, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected (identifying Controllable Organic Waste, Recycled City Acceptable Waste, or as otherwise may be required under this Agreement or under Applicable Law), tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste, its collection, transportation, transfer, storage, treatment, processing, or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Waste Infrastructure System of Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste or Acceptable Organic Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste or Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste or Controllable Organic Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF WASTE INFRASTRUCTURE SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, and subject to available Waste Infrastructure System capacity, the County shall provide or cause the provision of the service of receiving and disposing of all Controllable Waste at the Waste Infrastructure System, and, in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to increase source reduction, materials recovery, recycling, organic processing or other waste diversion in the region as may be required by law or which result in the long-term preservation of landfill disposal capacity and to keep the Waste Infrastructure System open for the receipt of Acceptable Waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be reasonably necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Waste Infrastructure System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for new services relating to Source-Separated Household Hazardous Waste or with respect to cities which are not parties to an Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Waste Infrastructure System's viability.

(C) Designated Facilities. County and City will coordinate in determining the primary landfill used for disposal and processing of Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System the County shall have the right to redirect Controllable Waste to another landfill within the Waste Infrastructure System for the duration of the situation, event or circumstance; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste. In no event shall the County be required to accept Controllable Waste if it does not have sufficient permitted disposal capacity within the Waste Infrastructure System.

(D) Compliance with Service Covenant Not Excused for any Reason. Commencing on the

Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Service Covenant are more costly than the previously used means and methods, County shall be entitled to a corresponding Contract Rate increase to cover any associated additional costs pursuant to the provisions of Section 4.2 of this Agreement.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;

(3) Waste that does not constitute Acceptable Waste;

(4) Acceptable Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(5) Controllable Waste consisting primarily of construction and demolition debris or inert material which may cause a particular facility's daily tonnage limit to be exceeded;

(6) Acceptable Waste in excess of permitted limits; and

(7) Acceptable Waste that would result in County violating Applicable Law.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Waste Infrastructure System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Waste Infrastructure System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Waste Infrastructure System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Waste Infrastructure System has not been designed or permitted to accept Hazardous Waste or Hazardous Substances, and is

not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste, Hazardous Material or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Waste Infrastructure System. City shall be responsible for the costs of removal, and any regulatory fines, associated with the knowing delivery of any Hazardous Substances to the Waste Infrastructure System by the City or its Franchise Hauler.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any facility within the Waste Infrastructure System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a facility within the Waste Infrastructure System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any facility within the Waste Infrastructure System, the Department shall take immediate action in accordance with Applicable Law.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE.

Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such material, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Waste Infrastructure System open for the receiving of Acceptable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Waste Infrastructure System. The County reserves the right to modify the operating days and hours to comply with Applicable law or as otherwise may be deemed necessary by the County.

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Waste Infrastructure System as required by Applicable Law. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty (30) days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either Party may designate a successor or substitute Service Coordinator at any time by notice to the other Party.

(D) Review of Records. Each Party may review the other Party's books and records with respect to matters relevant to the performance by either Party under this Agreement or otherwise related to the operation of the Waste Infrastructure System to the extent allowed under the California Public Records Act (interpreted as if the Parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers. Agreements entered into during this period shall have terms

and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities, including any city, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Waste Infrastructure System to establish a Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Disposal Rate be less than the Contract Rate. In addition, the County shall reserve the right in any such agreement to at any time, to the extent permitted by Applicable Law, refuse to receive and dispose of Acceptable Waste from any city, Special District, Sanitary District, Franchise Hauler and Independent Hauler if and to the extent that such receipt and disposal might materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the WISE Agreements to which each is a party.

(C) Posted Disposal Rate. The Posted Disposal Rate shall at all times be at least 10% higher than the Contract Rate.

(D) Self-Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Waste Infrastructure System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into Importation Agreement(s) with any public or private entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Waste Infrastructure System and to generate Net Import Revenues. In no event shall such Importation Agreements, entered into after the Commencement Date, include a per ton tipping fee or Disposal Rate for Imported Acceptable Waste that is less than the Contract Rate. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable WISE Agreements throughout the Term thereof; and, should the delivery of waste subject to Importation Agreements adversely affect the County's ability to receive and dispose of Controllable Waste from Participating Cities the County will prioritize receipt and disposal of Controllable Waste delivered pursuant to applicable WISE Agreements.

(F) Application and Use of Revenues From Other Users.

(1) County Acceptable Waste: Throughout the Term hereof, all revenues received by the County from the disposal or processing of County Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages, grants, awards or revenue received by the County in connection with the Waste Infrastructure System), shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Waste Infrastructure System.

(2) Imported Acceptable Waste: Throughout the Term hereof, all revenues received by the County, pursuant to an Importation Agreement, for the disposal or processing of Imported Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages or revenue received by the County in connection with the Waste Infrastructure System), shall first be applied toward all of the costs attributable to the acceptance and management of such Imported Acceptable Waste into the Waste Infrastructure System. Costs attributable to the disposal of Imported Acceptable Waste include, but are not limited to, deposits to the Environmental Fund, deposits to closure and post-closure reserves, Host Fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), State surcharges, regulatory fees, charges or penalties, and a pro rata share of capital project costs. Revenue remaining after costs attributable to the disposal and management of Imported Acceptable Waste shall be considered "Net Import Revenues" and shall be calculated and distributed as follows:

(i) Calculation: Net Import Revenues are estimated to be 30% of the revenues received

by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Waste Infrastructure System are located.)

(ii) Distribution: Net Import Revenues shall be distributed as follows;

a. 50% of any Net Import Revenues shall be paid to the County General Fund.

b. 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 1 for use for any purpose by the Participating City, including but not limited to State mandated solid waste programs. Payments of such amount to the County General Fund and the Participating Cities shall be made by the County within ninety (90) days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 1.

c. The percentages set forth in Appendix 1 with respect to each Participating City shall be annually reviewed and adjusted every five (5) years by the County to reflect the percentage of deliveries of Acceptable Waste from each Participating City averaged over the last five (5) years. The County shall notify Participating Cities of the revised percentages in Appendix 1 within one hundred and twenty (120) days of the end of each fiscal year.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling and Diversion Services. Unless otherwise specifically provided in this Agreement, County is not required to provide for any source reduction, materials recovery, recycling, organic processing or other waste diversion services under this Agreement. However, County may choose to provide County-Wide Recycling Services funded through the County OC Waste & Recycling Enterprise Fund at its sole discretion on the condition that provision of said services shall be funded in a manner that does not impact the Contract Rate without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) Organic Processing and Diversion Services. The County has developed Organics Infrastructure and programs available to interested Cities intended to assist Cities in meeting their diversion and Organic Legislative Recycled Organic Waste Procurement goals and to promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law. Cities interested in receiving County provided Organic Processing Services may enter into the separate Organic Services Agreement ("OSA") provided in Appendix 5 of this Agreement.

(C) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(D) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to reasonably cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB 1383. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(E) Recycling Market Development Zone ("RMDZ") Program. The RMDZ program, administered by the California Department of Resource Recycling and Recovery (CalRecycle), combines recycling with economic development to support business that use materials from the waste stream to manufacture their products. The program offers loans, technical assistance and product marketing to eligible businesses located within designates zones. City agrees to reasonably cooperate and collaborate with County in support of the RMDZ program.

(F) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Special Districts, Sanitary Districts, Franchise Haulers, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the WISE Agreements and shall not be funded through the general revenues of the Disposal System.

ARTICLE IV
CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance, disposal, and processing of Controllable Waste delivered to the Waste Infrastructure System by City or its Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each City or Franchise Hauler shall be a three (3) year progressive Contract Rate of **$67/ton** (July 1 2026 through June 30, 2027), **$74/ton** (July 1, 2027 through June 30, 2028), and **$81/ton** (July 1, 2028 through June 30, 2029) and contingent on the delivery to the Waste Infrastructure System of an amount of City Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2 including but not limited to:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or State statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3;

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) County determination that the Department revenue is insufficient to meet Full Cost Recovery requirements.

(v) increased costs incurred by the County due to the occurrence of one or more Changes in Law;

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3;

(vii) Provision of new or expanded services, provided on terms as agreed to by the Parties.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii), (iii) (iv) or (vi) above, the County shall utilize the following remedies in the following order of priority:

(1) reduce the costs of operating the Disposal System to the extent practicable; and

(2) at the sole discretion of the County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (v) or (vii) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that, where appropriate, it will evaluate the feasibility of long-term financing for significant capital costs. Notwithstanding the forgoing, no adjustment to the Contract Rate shall occur as a result of costs associated with the programs identified in Section 3.7, without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

(i) reduce the costs of operating the Waste Infrastructure System to the extent practicable;

(ii) at the sole discretion of County, utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Waste Infrastructure System;

(iii) at the sole discretion of County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System; and

(iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on one-hundred eighty (180) days written notice to the City. In addition, in the event that Waste Infrastructure expenses are lower than estimated or actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute “Restricted Reserves”.

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement shall occur in a manner as agreed between the parties, and may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to establish special charges for the provision of new or expanded services or the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Should the County wish to provide new or expanded services to Cities, it may charge for such services upon agreement of City. Special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I)

(F) Annual CPI Escalation. Subject to the application of the Contract Rate True-up (provided

below), the Contract Rate shall be adjusted each July 1, beginning 2029, in an amount equal to the percentage change in the CPI (as defined above) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment (the "Annual CPI Adjustment"). For example: The July 1, 2029 Annual CPI Adjustment to the Contract Rate shall be based upon the change in CPI from October 2027, to October 2028, referred to as year 1 and year 2 respectively in the following example.

Formula to calculate percentage change in the Contract Rate based on Annual CPI Adjustment :

Step 1:

$$\left[\frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}}\right] - 1 = \text{\% increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2029, the County shall provide the City with notice of the Annual CPI Adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County shall calculate the new Contract Rate each year.

In the event that the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.

For example, if the change in CPI is measured as follows: October 2027 = 205, October 2028 = 204, October 2029 = 201, October 2030 = 208, then there would be no adjustment in July 2029, or July 2030, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2031.

Contract Rate True-up: On an annual basis, no later than each April 30, beginning April 30, 2030, the County shall conduct an annual review of factors pertaining to the most recently completed fiscal year(s) including but not limited to, tonnage received throughout the Waste Infrastructure System, Cumulative Tonnage Targets identified in Appendix 2, revenue received from all sources, Department expenditures, and other factors that make up Department's total costs. County shall notify City prior to April 30, 2030 (and every April 30 thereafter) and advise whether the Annual CPI Adjustment to the Contract Rate should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Contract Rate should be increased beyond the Annual CPI Adjustment as defined above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

Within thirty (30) days of finalizing each annual review, the County shall transmit its findings and the bases thereof to Participating Cities at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss reviews, findings, and bases of findings. At the request of 50% of Participating Cities, County agrees to meet and confer in good faith with OCCMA, within sixty (60) days to discuss retention of a consultant acceptable to both the County and OCCMA to conduct an independent review of the County's annual review findings.

Nothing in this section shall be interpreted as limiting the County's rights under Section 4.2(A).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by State, federal or other agencies (e.g., the State's Integrated Waste Management fee, which is currently $1.40 per ton, but is expected in increase during the term of this Agreement). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) [RESERVED]

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least ninety (90) days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least forty five (45) days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Waste Infrastructure System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least ten (10) days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within thirty (30) days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve (12) months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within forty five (45) days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) Court days of filing the Action, the Challenging Cities shall personally serve on the County Counsel, with copy provided to the Clerk of the Board both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities, or on behalf of them by their legal counsel.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, County Counsel shall execute the Expedited Rate Determination Stipulation and deliver it as well as the County's answer to the complaint in the Action, by electronic means, to the Challenging Cities through their counsel of record. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The Parties agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq*., or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly

make *ex parte* application to the Orange County Superior Court in the Action for the issuance of an order reflecting the procedural requirements and timelines contained in the Expedited Rate Determination Stipulation, provided however, the timelines may be adjusted by the Court as it deems may be needed for its convenience. As part of such *ex parte* application, the County and the Challenging Cities shall expressly seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date (effectively a trial date) in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the Court and electronically serve upon County Counsel the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County Waste Management Commission in connection with its decision, the transcript of the proceedings of the Board of Supervisors meeting(s), and the Orange County Waste Management Commission, the minutes of the Board of Supervisors and the Orange County Waste Management Commission meeting, and the resolution and/or other documentation evidencing the action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the Court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and electronically serve upon the Challenging Cities' Counsel the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and electronically serve upon County Counsel a reply rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a law and motion hearing, similar to a hearing on a writ, which shall be conducted at the date set by the Court in connection with the *ex parte* application conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the Court. If the Court requests the parties to prepare supplemental briefs in response to any question or issue raised by the Court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The Court shall be advised that the Parties request that it issue a written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination, although the Parties recognize that the Court has discretion to act as it deems appropriate in accord with applicable laws in connection with the timing thereof.

(11) If the Court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within thirty (30) days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the Overdue Rate. If agreed by the Parties, as an alternative such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve (12) months), applied in a manner such that it provides full reimbursement of the amounts described above (including the Overdue Rate, to be applied consistent with provisions of Section 7.14 hereof.)

(12) In the event that the Court does not sign the order contained in the Expedited Rate Determination Stipulation and set the matter for disposition as contemplated herein, the County and the Challenging

Cities shall, within twenty (20) days following the issuance of the Court's order or decision not to do so and thereby honor the parties' stipulation, make application to the Orange County Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the Court, to a new trial after the Court renders a decision, and to any appeal or review of the decision of the Court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE, AND OTHER AMOUNTS DUE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Waste Infrastructure System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate and other amounts due from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate and other amounts due, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate and other amounts due. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers on behalf of City other than City municipal collection forces, the obligation to pay the Contract Rate and other amounts due shall rest with such Franchise Haulers. Franchise Hauler shall pay the Contract Rate or other amounts due or any portion thereof when due. In the event of any such failure by Hauler, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment from Franchise Hauler. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within thirty (30) days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within thirty (30) days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE OR OTHER AMOUNTS DUE. The County shall continue to bill Contract Rates and other amounts due after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Waste Infrastructure System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Waste Infrastructure System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Waste Infrastructure System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with Unrestricted Reserves or other funds of the County attributable to the Waste Infrastructure System. "Restricted Reserves" shall include, but not be limited to, the following:

(i) reserves for closure of components of the Waste Infrastructure System to the extent required by Applicable Law;

(ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Waste Infrastructure System;

(iii) reserves established to protect the Waste Infrastructure System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);

(iv) amounts reserved to pay the costs of capital improvements with respect to the Waste Infrastructure System;

(v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;

(vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to CalRecycle);

(vii) reserves required to meet bond covenants pursuant to financing agreements for Waste Infrastructure System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;

(viii) security deposits from landfill deferred payment program users;

(ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);

(x) AB 939 surcharges;

(xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and

(xii) an amount equal to three (3) months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Waste Infrastructure System, services, and the fiscal activities of the OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Waste Infrastructure System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;

2. Imported Acceptable Waste, in tons;

3. Revenues and expenditures;

4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System; and

5. Projected liabilities for closure and post closure as well as reasonable reserves for

other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Waste Infrastructure System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager/General Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

Within thirty (30) calendar days of finalizing each annual update of the Ten-Year Projection, County shall transmit the Ten-Year Projection via email to the City and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss the updated Ten-Year Projections at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA.

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The Parties agree that in the event either Party breaches any obligation under this Agreement or any representation made by either Party hereunder is untrue in any material respect, the other Party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither Party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon ninety (90) days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve (12) months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) By City. Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the City or its Franchise Hauler to substantially perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for

cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

ARTICLE VI
TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of ten (10) years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2035. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(C), the parties shall, on or before January 31, 2036 negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

(i) actual cost of operations;

(ii) population growth;

(iii) increase or decrease in available tonnage;

(iv) economic and disposal market conditions in the Southern California region;

(v) new regulatory requirements;

(vi) Changes in Law;

(vii) changes in transportation and technology;

(viii) closure and expansion of nearby landfills;

(ix) capacity of the Disposal System;

(x) provision of new and/or expanded services; and

(xi) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 7.2, 7.3, 7.6, 7.7, 7.8, and 7.9 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The Parties acknowledge that the Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the Participation Threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each Party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect until they expire or are terminated.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which Participating Cities reach the Participation Threshold. Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the Cities which have theretofore executed Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City on substantially the same terms and conditions as this Agreement.

(E) Failure of Condition. If by June 30, 2026, or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE WASTE INFRASTRUCTURE SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Waste Infrastructure System in accordance with Applicable Law and the operating rules and regulations of the Department and other applicable regulatory agencies.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The Party experiencing an Uncontrollable Circumstance shall notify the other Party by telecommunication or telephone and in writing, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within fifteen (15) days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such Party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Waste Infrastructure System. While the delay continues, the County or City shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Waste Infrastructure Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend (with counsel selected by County) and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable State statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine for any reason, other than a disabling conflict of interest, that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, whether the County or the City provides legal counsel and shall, as a condition to County's provision of this indemnity, coordinate and cooperate fully with the County in the defense of any claims to which this Section applies.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the

other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. If the City maintains a City Solid Waste Enterprise Fund with at least one year's anticipated costs for disposal and processing of City Acceptable Waste the sole recourse of the County for all such amounts shall be to the funds held in any such City Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any Party hereto may have to or against the other Party as of the Contract Date relating to the receipt of Acceptable Waste in the Waste Infrastructure System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Waste Infrastructure System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting, transporting or processing of Acceptable Waste, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be the sole liability of City, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 7.11 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT.

(A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

(B) Sale. The County shall not enter into any agreement for the sale of the Waste Infrastructure System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

Section 7.17 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date_____ By _____
[NAME]
City Representative
City of XX

Date_____ By _____
[NAME]
City Representative
City of XX

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTIONS 3.6(F) AND 6.2(b)

Jurisdiction	***Percentage of County Acceptable Waste***
Aliso Viejo	0.82%
Anaheim	14.78%
Brea	2.62%
Buena Park	1.02%
Costa Mesa/Costa Mesa Sanitary District (2)	3.41%
Cypress	0.85%
Dana Point	1.33%
Fountain Valley	1.63%
Fullerton	4.08%
Garden Grove Sanitary District (Garden Grove)	4.74%
Huntington Beach	5.91%
Irvine	9.64%
La Habra	1.72%
La Palma	1.27%
Laguna Beach	1.18%
Laguna Hills	0.89%
Laguna Niguel	1.44%
Laguna Woods	0.28%
Lake Forest	2.14%
Los Alamitos	0.33%
Midway City Sanitary District (Westminster)	2.47%
Mission Viejo	2.33%
Newport Beach	3.58%
Orange	5.25%
Placentia	1.39%
Rancho Santa Margarita	1.03%
San Clemente	2.43%
San Juan Capistrano	2.93%
Santa Ana	9.45%
Seal Beach	0.52%
Stanton	1.47%
Tustin	2.04%
Unincorporated Orange County (1)	3.19%
Villa Park	0.16%
Yorba Linda	1.68%
Total	**100%**

(1) Unincorporated County Area is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement. For the distribution of Net Import Revenues, the County of Orange shall receive 50% of any Net Import Revenues received in accordance with Section 3.6(F)(2)(i) of this Agreement. The County of Orange shall also receive the Unincorporated Area distribution set forth in this Appendix 1, as periodically modified in accordance with Section 3.6(F)(2)(ii) of this Agreement.
(2) The City of Costa Mesa and the Costa Mesa Sanitation District have separate WISE Agreements. Costa Mesa Sanitation District Acceptable Waste tonnage is based on City of Costa Mesa Acceptable Wate tonnage and Importation Revenue is calculated based on City of Costa Mesa Acceptable Waste tonnage delivered to the Waste Infrastructure System.

(3) NOTE: A participating City will only be included for purposes of determining the Commencement Date upon (i) execution of a WISE Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City.

APPENDIX 2

CUMULATIVE TONNAGE

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

Fiscal Year (Ending June 30)	*County Acceptable Waste Tonnage*	*Cumulative County Acceptable Waste Tonnage*
2026	3,343,282	3,343,282
2027	3,278,595	6,621,877
2028	3,029,924	9,651,801
2029	2,982,454	12,634,255
2030	2,411,983	15,046,238
2031	2,261,201	17,307,439
2032	2,225,152	19,532,591
2033	2,181,838	21,714,429
2034	2,187,041	23,901,470
2035	2,219,362	26,120,832
2036	2,224,792	28,345,624

APPENDIX 3

CUMULATIVE CAPITAL COSTS

APPENDIX 3

CUMULATIVE CAPITAL COSTS
to be Used
for Purposes of Section 4.2(A)vi

Fiscal Year (Ending June 30)	***Annual Capital Costs***	***Cumulative Capital Costs***
2026	$72,599,664	$72,599,664
2027	$79,950,000	$152,549,664
2028	$155,135,000	$307,684,664
2029	$136,185,000	$443,869,664
2030	$41,171,500	$485,041,164
2031	$16,745,000	$501,786,164
2032	$18,165,000	$519,951,164
2033	$36,605,000	$556,556,164
2034	$30,100,000	$586,656,164
2035	$1,510,000	$588,166,164
2036	$25,000,000	$613,166,164

APPENDIX 4

FRANCHISE HAULER ACKNOWLEDGMENT

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of_____(the "Acknowledgment"), and between the _____ (the "City") and _____ (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled _____ dated as of_____ (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, the County of Orange (the "County") owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the "WISE Agreement"), dated as of_____; and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.
2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest

on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of_____day of_____, _____.

Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

_____
(Franchise Hauler)

Signature: _____

Printed Name: _____

Title: _____

Appendix 5

ORGANIC SERVICES AGREEMENT

Appendix 5

ORGANIC SERVICES AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and

_____

Dated_____, 2025

County Authorization Date:

City Authorization Date:

County Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Notice Address:

ORGANIC SERVICES AGREEMENT

THIS ORGANIC SERVICES AGREEMENT ("Organics Agreement" or "OSA") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

Prior to the passage of Organics Legislation, Processed Green Material ("PGM") could be utilized as Alternative Daily Cover ("ADC") for landfill operations and qualified for diversion credit. However, passage of Assembly Bill 1594 resulted in PGM used as ADC no longer being eligible for diversion credit starting on January 1, 2020.

In addition to the loss of diversion eligibility for PGM used as ADC, SB 1383 requires a 50% reduction in the disposal of Organic Waste by January 1, 2020 and a 75% reduction of Organic Waste by January 1, 2025. In addition, the law requires 20% of edible food waste be recovered by 2025.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates. (See Attachment 4)

To respond to Organics Legislation requirements, the County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the Disposal System.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Organics Agreement, on the terms and conditions set forth herein.

With the exception of the terms and organic specific provisions found in this Organics Agreement, the Parties intend that the provisions of the currently operative WDA and the replacement WISE Agreement that is being negotiated between the County and City are anticipated to become operative on July 1, 2026, be applied to this OSA.

The City has determined that the execution of this Organics Agreement by the City will serve the public health, safety and welfare of the City by providing enhanced organics processing to assist in the City in meeting its Organics Legislation diversion requirements, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Organics Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of organic material and the resulting service payment revenue to the Organics Infrastructure, thereby enabling the County to plan, manage, operate and finance improvements to the Organics Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. The definitions provided in the WDA and yet to be executed WISE Agreement shall be incorporated into this Agreement. The following terms shall be added and have the meanings set forth below.

"Acceptable Organic Waste" means Residential Organic Waste that consists of Green Material/Wood Waste, Agricultural Material, Manure, Vegetative Food Material, Food Waste and other organic material as may be authorized under the County's Compostable Material Handling Permits.

"Attachment" means an attachment to this OSA, as the same may be amended or modified from time to time in accordance with the terms hereof.

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"City Acceptable Organic Waste" means all Acceptable Organic Waste which was originally discarded by the first generator thereof within the geographical limits of the City and Residue Waste from the foregoing wherever produced, whether withing or outside the City.

"City Organic Tonnage Limit" the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Covenant as provided in Attachment 3.

"Commencement Date" means the date on which the obligations of the parties hereto commence.

"Contract Date" means the first date on which this OSA has been executed by both parties hereto.

"Controllable Organic Waste" means all City Acceptable Organic Waste with respect to which the City has the legal or contractual ability to determine the processing location and procurement requirements as they relate to the City's Organics Legislation compliance requirements.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the Bureau of Labor Statistics for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG). In the event the forgoing index is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Initial Term" has the meaning specified in Section 5.1(A) hereof.

"Manure/Stable Bedding Program" means the programs used by the County to mix source separated uncontaminated horse manure and stable bedding into its Organic Infrastructure to create organic product. Current permit requirements set a maximum percentage of 20% manure/stable bedding ("Material") by weight of total incoming feedstock. County agreement to accept Material is subject to payment of the Organic Contract Rate, available capacity, and compliance with the terms found in Attachment 2.

"Organic Contract Rate" has the meaning specified in Section 4.2 hereof.

"Organic Diversion Credit" means credit provided to a local jurisdiction or entity for implementing the diversion of Organic Waste from landfilling through specific activities recognized by the Department of Resources Recycling and Recovery (CalRecycle) including composting, anaerobic digestion, or other methods to meet the State's waste diversion goals and statutes such as Assembly Bill 939, Assembly Bill 341, Assembly Bill 1594, Assembly Bill 1826, and SB 1383 through waste prevention, reuse, and recycling.

"Organic Infrastructure" means the County's organics processing facilities and programs used to recycle and promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law as described in more detail in Attachment 1.

"Organics Legislation" means organics recycling legislation including Assembly Bill 1594, Assembly Bill 1826, SB1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organic ROWP Procurement Credit" means credit provided to a jurisdiction to meet their Recovered Organic Waste Procurement Target under SB 1383 by procuring Recovered Organic Waste Products as permitted by CalRecycle.

"Organics Agreement" means this Organic Services Agreement ("OSA") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Organic Take-Back Goal" means the programs that City and County will work toward to create City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Processed Green Material" ("PGM") as defined in Title 27, California Code of Regulations §20690(b)(3) means any plant material that is either separated at the point of generation, or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed. This PGM standard is the standard that Controllable Organic Waste must meet in order to be accepted at County's Organic Infrastructure under the OSA.

"Proportional Share" means 60% of the weight of Controllable Organic Waste City delivered by City to County's Organics Infrastructure.

"Recovered Organic Waste Product" or "ROWP" means compost, mulch, renewable energy (transportation fuel, electricity, and gas for heating) from anaerobic digestion, and electricity from biomass conversion.

"Recycled City Organic Waste" means any otherwise Controllable Organic Waste which is separated from Acceptable Organic Waste by the generator thereof and composted by generator at home, community gardens or other processing and which is not placed in Franchise Hauler bin for collection.

"Renewal Term" has the meaning specified in Subsection 5.1(C) hereof.

"Residential Organic Waste" means Acceptable Organic Waste normally disposed of by or collected from residential (single family and multi-family) residences.

"Residual Waste" means any contaminants, inert materials, overs, or Acceptable Organic Waste that could not be processed at the Department's Organic Infrastructure that required to be dispose within the Disposal System.

"Waste Disposal Agreement" ("WDA") means the currently operative agreement between the Parties for the disposal of municipal solid waste that is currently set to expire on June 30, 2026. **With the exception of specific or conflicting provisions provided in this Organics Agreement, the Parties agree that the terms found in the WDA shall be applied to the interpretation of this OSA. For the purpose of interpretation of this OSA, the Parties also intend that the WDA be read to include terms such as Controllable Organic Waste, where appropriate.**

"Waste Infrastructure System" or "Disposal System" means active Class III sanitary landfills ("County Landfills"), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"Waste Infrastructure System Enterprise Agreement" or "WISE Agreement" means each of the agreement between the parties that is expected to replace the current WDA that is set to expire on June 30, 2026.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Organics Agreement, and this Organics Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this OSA, and this OSA has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF ORGANIC WASTE AND PROVISION OF ORGANIC PROCESSING SERVICES

SECTION 3.1 DELIVERY OF ORGANIC WASTE.

(A) Organic Waste Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this OSA, and subject to available Organic Infrastructure capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Organic Waste (up to City's Organic Tonnage Limit as provided in Attachment 3) to the Waste

Infrastructure System in accordance with the terms of this OSA.

(B) Recycled City Organic Waste.

1. Non-Mandatory Organic Waste City Programs: The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Organic Waste generated in the City and delivered to the Organic Infrastructure by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Organic Contract Rate as may be negotiated by the Parties as authorized under this OSA, and shall not constitute a breach of this Agreement.)

2. Mandatory Organic Waste City Collection Programs: City shall provide data and information to County regarding City's mandatory Organic Waste collection programs including but not limited to the tonnage of organics collected by the City for diversion under this OSA. The information will be used to provide education and outreach for participation with the goal of minimizing contamination and increasing diversion.

(C) Organic Diversion Credit. City shall receive Organic Diversion Credit for City's Controllable Organic Waste minus any Residual Waste delivered by City and accepted by County and processed into Recovered Organic Waste Product at the County's Organic Infrastructure.

(D) Organic ROWP Procurement Credit. City shall receive Organic ROWP reports for finished recovered organics waste products procured from County that meets the procurement requirements of Title 14 of the California Code of Regulations, Section 18993.1 et seq. City shall receive Organic ROWP Procurement Credit as follows:

1. County will assist City in developing local City programs and opportunities designed to enable the City to meet its own ROWP requirements.

2. City shall be entitled to "take back" its Proportional Share of SB 1383 compliant, STA Certified compost, mulch or other ROWP products from County Organics Infrastructure and used as ROWP Procurement Credit.

3. County will provide reports and allocate credit associated with City resident ROWP pickup as well as commercial landscapers from City that collect ROWP from County Organic Infrastructure.

4. City will be eligible to receive ROWP Procurement Credit for excess Acceptable Recovered Organic Waste Product that County is able to market beyond that needed for the County unincorporated areas or that is not otherwise committed. (*County makes no guarantees that it will provide City with 100% ROWP Procurement Credit.)

(E) Organic Take-Back Goal. City is not required to "take back" its Proportional Share of STA Certified finished compost, mulch, or other ROWP from the County's Organic Infrastructure, however City and County will work toward creating City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application ("Organic Take-Back Goal") to meet City's ROWP procurement requirements.

(F) Procurement of Additional ROWP. Pursuant to terms agreeable to both Parties, City may request to procure Recovered Organic Waste Product in addition to its Proportional Share within the same Contract Year.

(G) OSA Conditions. As a condition of participating in the County's Organics Infrastructure,

City agrees to the following terms:

1. All Controllable Organic Waste delivered to the County's Organics Infrastructure shall meet the standards as set forth in Attachment 2;
2. City or its Franchise Hauler shall pay the Organics Contract Rate for all Organic Waste delivered to the County's Organic Infrastructure for processing into Recovered Organic Waste Product;
3. City shall provide information to County on a quarterly basis that identifies where Controllable Organic Waste being delivered to the County's Organic Infrastructure originated and shall ensure that the organic material being delivered meets the definition of City Acceptable Organic Waste.
4. Bulk ROWP: City shall be entitled to arrange for the Take Back (at City cost) from County Organic Infrastructure compost, mulch and other Recovered Organic Waste Product in bulk form free of charge.
5. Non-Bulk ROWP: County may establish separate fees for provision of non-bulk material including but not limited to bagged material or compost wattles. City shall be entitled to arrange for the Take Back of Non-Bulk ROWP at City cost.
6. City's Proportional Share shall be calculated as 60% of the weight of Controllable Organic Waste City delivers to County's Organics Infrastructure by City.

(H) No Right of Organic Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver, or cause the delivery to the County's Organic Infrastructure, Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Organic Waste into the Waste Infrastructure System. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Organic Waste for any purpose hereunder.

SECTION 3.2 PROVISION OF ORGANIC PROCESSING SERVICES BY THE COUNTY.

(A) Organic Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of receiving and processing of City's Controllable Organic Waste (up to the City Organic Tonnage Limit provided in Attachment 3) at the County's Organics Infrastructure as described in more detail in Attachment 1. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Organic Service Covenant consistent with prudent solid waste management practice and environmental considerations and under Applicable Law.

(B) Receipt of Controllable Organic Waste. Upon acceptance of the Controllable Organic Waste that meets the PGM standards provided in Attachment 2, County shall process the Organic Waste into compost, mulch or other ROWP as specified in Title 14 of the California Code of Regulations Section 18993.1

(C) Education and Outreach. The Department will assist the City and its hauler in their efforts on Organic education and outreach with the goal of the City meeting its organic diversion and ROWP procurement requirements.

(D) Designated Facilities. County and City will coordinate in determining the primary organic processing facilities and tonnages (as reflected in Attachment 1) used for receiving and processing of Controllable Organic Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the Organics Infrastructure primarily used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System the County shall have the right to redirect Controllable Organic Waste to another landfill or County Organics Infrastructure within the Waste Infrastructure System for the duration of the situation, event or circumstance; In no event shall the County be required to accept Controlled Organic Waste if it does not have sufficient permitted organic processing capacity

within the Waste Infrastructure System.

(E) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Organic Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this OSA. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Organic Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Organic Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Organics Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Organic Service Covenant are more costly than the previously used means and methods, the Parties shall negotiate a mutually agreeable new Organic Contract Rate. If the Parties are unable to agree on a new Organic Contract Rate, the Parties may terminate this agreement without penalty with ninety (90) days notice.

SECTION 3.3 COUNTY RIGHT TO REFUSE ORGANIC WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Acceptable Organic Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(3) Acceptable Organic Waste delivered in excess of the City Organic Tonnage Limit listed in the Attachment 3;

(4) Acceptable Organic Waste in excess of permitted limits;

(5) Acceptable Organic Waste that would result in County violating Applicable Law;

(6) Controllable Organic Waste that does not meet the requirements found in Attachment 2;

SECTION 3.4 COUNTY PROVISION OF OTHER ORGANIC WASTE DIVERSION SERVICES.

(A) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, City will be provided an opportunity to participate in this service on terms separately agreed to by the Parties.

(B) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB1383.

(C) Separate City -County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person, jurisdiction, or entity to provide source reduction, materials recovery, recycling, composting or other waste diversion services.

ARTICLE IV
ORGANIC CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF ORGANIC CONTRACT RATE.

The City acknowledges that the County shall have the right to charge and collect an Organic Contract Rate for the acceptance and processing of Controllable Organic Waste delivered to the Organic Infrastructure by City or its Franchise Hauler. City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Organic Contract Rates.

SECTION 4.2 ORGANIC CONTRACT RATE.

(A) Establishment of Contract Rate. The Organic Contract Rate payable by each City or Franchise Hauler shall be **$67/Ton** up to the City Organic Tonnage Limit.

(B) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for items such as bagged material or compost wattles; new or expanded services; or receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps, biosolids and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

(C) Escalation.

1. Annual CPI Adjustment: The Organics Contract Rate shall be adjusted each July 1, beginning 2027. The change will be equal to the percentage change in the Consumer Price Index - Consumer Price Index for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment. In the event that the change in the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year.

Organic Contract Rate True-up: County will notify City prior to April 30, 2029 (and every three (3) years thereafter) and advise whether actual inflation rate since execution should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Organic Contract Rate should be increased beyond CPI as described above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

2. Adjustment Resulting from Increased Fees: In addition to the other adjustments specified herein, the Organic Contract Rate shall be automatically adjusted to reflect the imposition of new fees or increases in existing fees relating to the County's processing of Controllable Organic Waste imposed by State, federal or other agencies. The County shall provide notice of any increase pursuant to this Section as soon as practicable after becoming aware of the imposition of any fees described above.

ARTICLE V
TERM

SECTION 5.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Organic Services Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Bi-Annual Opener. In light of the significant changes in law by the California Legislature to address climate change, the Parties agree to meet at least bi-annually or earlier at the request of County to review the Organic Contract Rate and discuss the need for additional investment into the Organic Infrastructure to respond to existing or new legislative requirements, diversion requirements, provision of new services, or other matters of mutual concern to the Parties.

(C) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of 10 years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2034. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.1 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

SECTION 6.2 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

SECTION 6.3 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 6.4 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 6.5 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 6.7 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 6.8 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 6.9 ASSIGNMENT OF AGREEMENT. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

SECTION 6.10 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.9 hereof.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date_____ By _____
[NAME]
City Representative
City of XX

Date_____ By _____
[NAME]
City Representative
City of XX

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

The County of Orange owns and operates a network of three commercial organic processing facilities co-located at each of the active landfills. Each of the organic processing facilities have the ability to receive organic material and to produce organic products for cities to meet their Take-Back requirements specified within this agreement. Products produced at the organic processing facilities meet CalRecycle's SB 1383 procurement requirement and are certified under the US Composting Council's Standard of Testing Assurance (STA) Program. Product offerings include compost and composted mulch. Additional products may be offered as determined by the County.

A summary of each of the organic processing facilities is listed below:

Valencia Greenery (Co-Located at Olinda Alpha Landfill)
1942 N. Valencia Avenue
Brea, CA 92823
Permitted Maximum Tonnage (Open Windrow): 94 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 228 tons per day
Permitted Hours of Operation: Monday through Saturday 6:00 am to 4:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Bee Canyon Greenery (Co-Located at Frank R. Bowerman Landfill)
11002 Bee Canyon Access Road
Irvine, CA 92602
Permitted Maximum Tonnage (Open Windrow): 210 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 876 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Capistrano Greenery (Co-Located at Prima Deshecha Landfill)
32250 Avenida La Pata
San Juan Capistrano, CA 92675
Permitted Maximum Tonnage (Open Windrow): 204 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 536 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

This list may be modified/expanded at the discretion of the County.

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANIC WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANICE WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

DESCRIPTION

Processed Green Material (PGM) consists of yard waste, grass clippings, leaves, tree trimmings and plant-based materials which have been sorted to remove contamination and processed by shredding or grinding. PGM should not contain manure, stable waste or pet waste, which can create odors.

Processed Green Material is defined as following (California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 4, Section 20690 [b] [3]):

- **Processed Green Material** – means any plant material that is either separated at the point of generation or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed.

CONTAMINANT DEBRIS

The PGM should be free from all contaminant debris (glass, plastic, film plastic, metals, etc.) as well as salt and deleterious material such as clods, coarse objects, rocks, inert debris, and Material Recovery Facility ("MRF") fines. County personnel visually inspect the PGM loads as they come in, making sure that the specifications are met and to determine if the loads are contaminated (i.e., mixed with paper, plastics and other trash.) If the loads appear to have unacceptable contamination in excess of 0.5% either by weight or volume, the PGM loads will not be allowed into the Organic Infrastructure and the City and/or hauler will be notified that contaminated PGM loads are unacceptable. The PGM will be deemed as municipal solid waste and the City and/or hauler will have the option to take the material to the landfill for disposal or be returned to the hauler's facility for additional processing. For material that is physically dumped at the unloading area and is deemed unacceptable by OC Waste & Recycling staff, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. Hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

SIZE

The particle size of the PGM acceptable is between ½-inch and 3 inches in length between ½-inch and 1 inch in width and between ½-inch and 1 inch in thickness. No particle should exceed 3 inches in any dimension.

MOISTURE CONTENT

The moisture content of the PGM should be in the range of 50-60 percent. If the PGM's moisture content is unacceptable and cannot be received for processing at the County's Organic Infrastructure Facilities, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. The hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

FOOD WASTE

Residential food waste mixed with PGM as part of a city organic collection program is acceptable provided that the food waste is free of contaminant debris (glass, plastic, food packaging, non-compostable silverware, soiled napkins,

etc.). No commercial or source-separated food waste will be accepted except for cases where the County has entered into an agreement with a City to accept specific source separated organic material as Additional Feedstock as described below.

SOURCE SEPARATED MANURE

Subject to available capacity, City and/or Hauler may bring non-residential, source separated manure and stable bedding pursuant to the following Manure/Stable Bedding Program requirements:

1. Material Quantity: manure/stable bedding must be uncontaminated which means free of any hazardous materials, food waste packaging, plastics, glass, and any large bulky items and inert materials that need to be further sized or removed for composting. ("Material")
2. Material Volume: County and City/Hauler will determine the anticipated volume of Material to ensure that the County's Organic Infrastructure has sufficient capacity to manage the proposed amount of Material.
3. Material will be load checked to determine if it meets the established quality standards. If contaminants exceed 0.5% (by weight or volume), the load is deemed contaminated and not meeting quality standard for use in the Manure/Stable Bedding Program.
4. Material that is deemed unacceptable will be subject to the fees established by OCWR for this material type. Material that does not meet the established quality standards will be charged as follows:
    a. If determined not to meet quality standards before Material is unloaded, standard disposal rates will apply.
    b. If determined not to meet quality standards after Material is unloaded (or partially unloaded), hard-to-handle disposal rates will apply.
5. Material Delivery:
    a. All Material deliveries will be scheduled and coordinated with OCWR prior to delivery. Any changes to material delivery quantities or days will be coordinated with OCWR prior to making the change.
    b. While OCWR will remain as flexible as possible on timing of deliveries, material deliveries will be limited to Monday through Friday between 8:00 am and 2:00 pm and subject to holiday schedules. Should the delivery times change, then OCWR shall give two (2) days prior notice of the delivery time change.
    c. Upon delivery, OCWR staff will record exact tonnage, name of hauler/transporter provider, and note distinguishing characteristics of feedstock and other pertinent information.
    d. Deliveries made without OCWR prior approval may be refused or charged at the established rate.
    e. OCWR reserves the right to deny a request to deliver for any reason. (i.e., OCWR does not guarantee that it will accept manure/stable bedding under this program. Instead, OCWR will accept Material based on its operational need and will make every effort to accommodate City's/hauler Material except when a reduction or stoppage is needed.)

ADDITIONAL FEEDSTOCK

The County at its discretion may accept additional material types such as food waste and manure based on availability and permitting conditions at each of the County's organic processing facilities. The County will work with City to identify the specifications for accepting the material types including scheduling of deliveries and quantities.

CHANGES TO SPECIFICATIONS

County reserves the right to modify the Specifications found in this Appendix due to a change in law or regulation or in consideration of operational or Organic Processing Infrastructure needs. County shall provide 90 days notice regarding changes to this Appendix.

Attachment 3

CITY ORGANIC TONNAGE LIMIT

Attachment 3

CITY ORGANIC TONNAGE LIMIT

The City Organic Tonnage Limit listed in the Attachment is the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Agreement.

Jurisdiction	Designated Greenery	City Organic Tonnage Limit		
		Daily Limit[1]	**Monthly Limit[2]**	**Annual Limit**
TBD		_____tons	_____ tons	_____ tons
TBD				
TBD				
TBD				

1. Daily Limit includes up to 20% by weight of source separated manure and stable bedding.

2. In the event City delivers less than their monthly limit, County may allocate unused City capacity at its discretion.

Attachment 4

ORGANIC INFRASTRUCTURE RESOLUTION

RESOLUTION NO. 19-19-031

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA DIRECTING OC WASTE & RECYCLING TO UTILIZE EXISTING COUNTY RESOURCES TO RESEARCH OPPORTUNITIES AND DEVELOP STRATEGIES TO ACHIEVE STATE IMPOSED ORGANICS RECYCLING MANDATES.

WHEREAS, in 1989 the State of California enacted AB 939 (Sher), The Integrated Waste Management Act, requiring jurisdictions to divert a minimum of 50% of waste then going to landfills;

WHEREAS, in 2014 the State of California enacted AB 1594 (Williams, Chapter 719, Statutes of 2014), mandating that as of January 1, 2020, the use of green material as alternative daily cover will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50% per capita disposal rate;

WHEREAS, in 2018, Orange County cities delivered approximately 513,000 tons of processed green material to Orange County landfills accepted for free to be used as alternative daily cover, saving the residents of Orange County more than $17,000,000 over the comparable cost of disposal;

WHEREAS, beginning in 2020, due to the new influx of previously diverted processed green material several Orange County cities will have difficulty meeting the mandated 50% diversion rate due to a lack of organics processing infrastructure within Orange County;

WHEREAS, in 2016 the State of California enacted SB 1383 (Lara, Chapter 395, Statues of 2016), establishing methane emissions reduction targets, to be achieved via even greater diversion of organics from landfills, in a statewide effort to reduce emissions of short-lived climate pollutants;

WHEREAS, the state continually increases the type and volume of organics that must be diverted from landfills and recycled;

WHEREAS, transportation is the most significant cost component to managing any waste stream, and the County Landfill system is well suited to receive and process organic material;

WHEREAS, the Orange County Board of Supervisors has considered the needs of Orange County and the need for additional organic recycling infrastructure;

WHEREAS, the Orange County Board of Supervisors supports protecting consumers via the creation of an organics recycling infrastructure within Orange County;

WHEREAS, the Orange County Board of Supervisors is committed to fulfilling its legal obligations to meet state mandates in a manner that is least burdensome to taxpayers;

NOW, THEREFORE BE IT RESOLVED, the Orange County Board of Supervisors acknowledges that the County has an interest in utilizing County resources to support the region in developing additional organics recycling infrastructure. The Board **HEREBY ORDERS** as follows:

SECTION 1. OC Waste & Recycling (OCWR) shall research opportunities and use available county resources to develop strategies and programs to achieve state-imposed organics recycling mandates for County unincorporated areas and where feasible leverage and extend similar opportunities to serve other public agencies and incorporated portions of Orange County.

SECTION 2. OCWR shall work transparently with all stakeholders to achieve the above-stated goals.

SECTION 3. Authorize OCWR to seek opportunities for organics recycling grants to help offset the costs of organics recycling research, program implementation and other related expenses. OCWR shall comply with County policies in applying for and accepting grants.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on April 23, 2019, to wit:

AYES:	Supervisors:	LISA A. BARTLETT, ANDREW DO, MICHELLE STEEL DONALD P. WAGNER, DOUG CHAFFEE
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	

CHAIRWOMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER
Clerk of the Board
County of Orange, State of California

Resolution No: 19-031

Agenda Date: 04/23/2019

Item No: 48

I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors , Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors

By. _____
Deputy

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of [INSERT DATE] (the "Acknowledgment"), and between the [INSERT AGENCY NAME] (the "City") and [INSERT HAULER NAME] (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled [INSERT TITLE OF YOUR FRANCHISE AGREEMENT] dated as of [INSERT DATE FRANCHISE AGREEMENT WAS EXECUTED] (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise [REPLACE THIS AND SUBSEQUENT INSTANCES OF "Franchise" with "Authorization" IF YOUR AGENCY'S AGREEMENT IS NOT A FRANCHISE AGREEMENT; DELETE THIS BLUE HIGHLIGHTED TEXT] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, the County of Orange (the "County") owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the "WISE Agreement"), dated as of [INSERT DATE CITY EXECUTED WISE AGREEMENT]; and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such

disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.

2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler

hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of _____ day of _____, 2026.

"CITY"

Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

"FRANCHISE HAULER"

Signature: _____

Printed Name: _____

Title: _____

WISE AGREEMENT
Service Coordinator Designation Form

Section 3.5(C) of the WISE Agreement reads as follows:

"Service Coordinator. The County and the City each shall designate in writing thirty (30) days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either Party may designate a successor or substitute Service Coordinator at any time by notice to the other Party."

City/District Name:	[INSERT NAME]
Service Coordinator Name:	[INSERT NAME]
Service Coordinator Telephone Number:	[INSERT TELEPHONE NUMBER]
Service Coordinator Email Address:	[INSERT EMAIL ADDRESS]

This designation is effective immediately and replaces all prior designations.

Approved by City Manager/General Manager or designee:

_____

[INSERT NAME AND TITLE OF SIGNER]

_____

Date

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-200 **Meeting Date:** 4/7/2026

TITLE:

APPOINTMENTS TO VARIOUS CITY COMMITTEES

DEPARTMENT: **CITY MANAGER'S OFFICE/CITY CLERK DIVISION**

PRESENTED BY: **BRENDA GREEN, CITY CLERK**

CONTACT INFORMATION: **BRENDA GREEN, CITY CLERK, (714) 754-5221**

RECOMMENDATION:

Staff recommends the City Council make appointments as follows:

1. Active Transportation Committee - Make six (6) member appointments with a term expiration of April 2028 (Appointments by Mayor Stephens, Council Member Gameros, Council Member Buley, Council Member Pettis), and two (2) appointments by the Council Liaison (Council Member Reynolds).

2. Animal Services Committee - Make four (4) member appointments with a term expiration of April 2028 (Appointments by Mayor Stephens, Council Member Gameros, Council Member Buley, Council Member Pettis), and one (1) member appointment with a term expiration of April 2027 (Appointment by Council Member Marr).

3. Finance and Pension Advisory Committee - Make one (1) member appointment with a term expiration of April 2028 (Appointment by Council Member Pettis).

4. Housing and Public Service Grants Committee - Make four (4) member appointments with a term expiration of April 2028 (Appointments by Mayor Stephens, Council Member Gameros, Council Member Buley, Council Member Pettis).

5. Reduce the number of Mobile Home Park Advisory Committee members to seven (7) to align with the other City Committees.

BACKGROUND:

Active Transportation Committee (6 Appointments)
6 Committee Members /Term Expiration of April 2028

The Active Transportation Committee meets on the first Wednesday of the month and helps plan and implement an Active Transportation network for the City by improving bicycle and pedestrian connectivity throughout the City, and also assists with the review, update, and implementation of the city's Active Transportation Plan. Staff received nine (9) applications for the vacancies to be filled (applications attached). Council may appoint any applicant; there is no requirement to appoint within a Council Member's district.

1. Erik Rundlett - District 2
2. Syed Zia Hussain - District 2
3. Flo Martin - District 3 (Incumbent)
4. Michael Moses Nolf - District 4 (Incumbent)
5. Mo (Kevin) El-Ajouz - District 4
6. Andrew Barnes - District 5 (Incumbent)
7. Alyson Rutledge - District 5
8. Greg Pinney - District 5
9. Farhad Edward Khrosravi - District 6 (Incumbent)

Animal Services Committee (5 Appointments)
4 Committee Members/Term Expiration of April 2028
1 Committee Member/Term Expiration of April 2027

The Animal Services Committee meets on the fourth Wednesday of the month, except for August and December, and provides advice and recommendations to the City Council on animal services issues and promotes pet licensing, assists with planning and execution of animal-related events. Staff received ten (10) applications for the vacancies to be filled (applications attached). Council may appoint any applicant; there is no requirement to appoint within a Council Member's district.

1. Jody Pedri - District 1
2. Syed Zia Hussain - District 2
3. Beatriz Leon - District 3
4. Anna Marie Rodriguez - District 3
5. Barbara Bellina - District 3
6. Cara Stewart - District 3 (Incumbent)
7. Alyson Rutledge - District 5
8. Greg Pinney - District 5
9. Nicole Wiltshire - District 6
10. Randi Miller - Non-Resident; Small Business based in Costa Mesa

Finance and Pension Advisory Committee (1 Appointment)
1 Committee Member/ Term Expiration of April 2028

The Finance and Pension Advisory Committee meets on the second Wednesday of the month and provides advice to the City Council on issues related to significant financial matters and advises annually on the adoption of the City's budget, the allocation of any budget surpluses, and the City's investment performance and policies. Applicants shall have pension knowledge or shall be residents or individuals who conduct business within the City and have a background that includes experience in securities trading, financial planning, banking, auditing, accounting, or a closely related and relevant field. Staff received six (6) applications for the vacancy to be filled (applications attached). Council may appoint any applicant; there is no requirement to appoint within a Council Member's district.

1. Jesse Todd Hiser- District 2
2. Syed Zia Hussain - District 2
3. Jordan Johnson - District 3
4. Mo (Kevin) El-Ajouz - District 4
5. Luke Ziegenmeyer - District 5
6. Eric Vu - District 6

Housing and Public Service Grants Committee (4 Appointments)
4 Committee Members/Term Expiration of April 2028

The Housing and Public Service Grants Committee meets twice a year and helps to promote understanding of the community development process and activities funded by the U.S. Housing and Urban Development Department (HUD) and Community Development Block Grants (CDBG). Additionally, the committee rates and ranks applications for CDBG public service grants, ultimately developing funding recommendations for City Council consideration. Staff received six (6) applications for the vacancies to be filled (applications attached). Council may appoint any applicant; there is no requirement to appoint within a Council Member's district.

1. Maria Castellon - District 1
2. Syed Zia Hussain - District 2
3. Andrew Kenny - District 2
4. Michael Tou - District 4 (Incumbent)
5. Katherine Stewart - District 5
6. Greg Pinney - District 5

Mobile Home Park Advisory Committee (2 Appointments)
2 Committee Members/Term Expiration of April 2028

The Mobile Home Park Advisory Committee meets quarterly to address issues that will help improve the quality of life in mobile home parks and reviews matters concerning mobile home parks in the City. Staff received one (1) application for the vacancies to be filled.

1. James Fitzpatrick - District 6 (Independent Citizen At-large)

Staff recommends that the City Council reduce the number of committee members to seven (7). This aligns the committee's size with that of other City committees. The composition would be as follows: three (3) Park Owners or Representatives, three (3) Mobile Home Park Residents, and one (1) Independent Citizen At-Large.

ANALYSIS:

The City opened the Committee recruitment on March 3, 2026, and press releases/solicitations were sent on March 3, 2026, March 10, 2026, March 18, 2026, March 23, 2026, and March 26, 2026. The recruitment was also featured across the City's social media platforms in form of Instagram reels, Let's Talk Costa Mesa Q & A, and the City Snapshot. In response to the City's outreach efforts, a total of 25 applications were received.

ALTERNATIVES:

City Council may choose not to make appointments to the Committees or to extend the recruitment period.

FISCAL REVIEW:

There is no fiscal impact to the Fiscal Year 2025-26 budget since City Committee Members do not receive a stipend for serving on the various committees.

LEGAL REVIEW:

The City Attorney has reviewed this report and has approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council make appointments to various City Committees.

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Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

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FISCAL REVIEW:

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LEGAL REVIEW:

The City Attorney has reviewed this report and has approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council make appointments to various City Committees.

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, March 16, 2026 8:48:11 AM
Last Modified: Monday, March 16, 2026 9:06:59 AM

[redacted]

Page 1

Q1

Full Name:

Erik Rundlett

Q2 **Active Transportation Committee**

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I live and work in Costa Mesa, and I frequently using both a traditional bike and an e-bike to get around. I want to promote infrastructure and policies that support bicyclists and pedestrians.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am interested in promoting bike friendly infrastructure and community outreach to increase the number of people biking

Q5 **Respondent skipped this question**

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

Address 2:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Erik Rundlett

#22

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, March 20, 2026 1:49:37 PM
Last Modified: Friday, March 20, 2026 2:22:50 PM

[redacted]

Page 1

Q1

Full Name:

Syed Zia Hussain

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Active Transportation Committee,

Finance and Pension Advisory Committee,

Housing and Public Service Grants Committee,

Mobile Home Park Advisory Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have served as member of Mobile Housing Committee Costa Mesa for the past three years. Planning for master's in urban planning (Transportation). Working in Education field. Organized online international Research student seminar for the past three years with Malmo University, Sweden (Transport Dept) research topics cover sustainability, infrastructure, and transportation in California and Sweden. SCD-SEMINAR III https://www.youtube.com/watch?v=EMANNx3cnV8&t=10246s

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to support the committee in achieving its goals for the coming years. I would like to volunteer and actively participate in any possible way for the committee projects if required.

Q5

Optional Resume:

ESL-Teacher-CV.pdf (302.4KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

Address 2:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Syed Zia Hussain

SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa Mesa

Education

- **Bachelor of Science in Urban and Regional Planning**
  Sept 2019-May2025
  Cal Poly Pomona, California, United States
- **Associate Degree in Architecture**
  Sept 2017-Sept2019
  Orange Coast College. California, United States
- **Associate Degree in Event Management**
  Sept 2013- Sept2016
  Orange Coast College. California, United States

Bachelors in Management
Sept 2008-Sept2010
Stenden University, Netherlands

Personality

Mysers-Briggs Type Indicator: ESFJ personality type: helpful, high value to harmony, close attention to people's needs, Committed, prefer closure, structure, organized situation, nurture warmth and compassion and contribute to others achievements and ESFJs are best in organizing people for a job done.

StrengthFrinder: EAS Highest themes are Enterprising, Artistic, Social, Investigative, Conventional, and Realistic and top four traits are Strategic: Theme creator in any given scenario, Positive: motivated and encouraging, Maximizer: Ability to transform superb results by placing right person for the right job, Communication: Easy, effective, thoughtful conversationalist, and presenter, Futuristic: Inspiring visions, unique tact to achieve outstanding goals.

Internationally experienced educator with 15+ years of teaching and youth program experience in schools, after-school programs, and community settings. TEFL-certified, with training in child development and project management. Skilled in engaging diverse learners and creating safe, inclusive learning environments.

Professional Milestones

- Serving **as Member of Mobile Housing Committee at City of Costa Mesa** (2024 to 2026)
- 5 years' experience in **teaching English to all grades** in "My Little World" Secondary school, Karachi, Pakistan.
- **Guest lecture to Art Therapy** undergraduate students at Stenden University, Leeuwarden, Netherlands.
- **Guest-taught classes in schools** across the Friesland province, delivering engaging lessons and supporting classroom learning, Netherlands.
- Worked **for kids development, activities and educations projects** with the city of San Clemente and City of Costa Mesa, California, USA.
- **Organized school level workshops** and activities for language students in Pakistan and Netherlands.
- Certificate **"Adult and Pediatric First Aid/CPR/AED"** American Red Cross.
-

- **Certifications**
  Essentials of Project Management – Coastline Community College 3 credit course.
- Events & Activities for Seniors - **Relias Learning Management System** (RLMS)
- Certificate in **"TEFL"** Teaching English as a Second Language
- IDTA: **Certificate in "International Dance Teacher Association**" (Gold Level)
- Certificate in **"Basics of Child Development & Wellbeing".**

Professional Summary

Program Lead (After-School Program)
Think Together at Vista Heritage Middle School. Santa Ana, CA. Jan 2026 - present
Supervise assigned grade students for their enrichment activity, homework, recreation, and lunch arrangements.

Instructional Provider (After-School Programs)
Creative Brains | Unified Santa Ana School District, CA Feb 2025 – Jan 2026
Deliver structured academic and enrichment lessons
Support student learning through interactive and activity-based instruction
Maintain positive classroom behavior and student engagement
Private Activity Vendor / Educator

Recreation Leader
City of Costa Mesa and City of San Clemente, CA Feb 2019-2024
Led safe, age appropriate activities for children

Supervised groups and promoted positive behaviour
Encouraged participation, teamwork, and creativity

Recreation Leader
Village Management Services (VMS), Laguna Woods, CA
Oct 2018 – Oct 2019
Supervised recreation venues and daily operations, providing customer service and supporting events through setup and breakdown.
Managed weekly event calendars and assisted with program registration, facility rentals, and event applications.
Conducted facility and equipment inspections, identified safety or maintenance issues, and submitted service requests as needed.

International Work Experience

Netherlands: 5 years of teaching experience with Parnas Arts Institutes at Leeuwarden Town, Netherlands. Even Coordinator and Radio Host for Expect-Leeuwarden Non-Profit Organization. And conducted a guest lecture to undergraduate students of Arts Therapy at Stenden University.

Pakistan: Teach all grades at My Little World Secondary school. Organized workshop for school children, title **"Promote English As Second Language".** Students were prepared to participate performances in English from a singing a song to presenting a story. Karachi, Pakistan.

California: Experience working for Recreational Dept programs and working as after-school Program Lead. And organize International Research Exchange seminar for the undergraduate students of urban planning between Malmo University Sweden and California for the past 3 years.

(All certificates and evidence can be provided on request)

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, March 03, 2026 12:00:20 PM
Last Modified: Tuesday, March 03, 2026 12:31:39 PM

[redacted]

Page 1

Q1

Full Name:

Florence Nedeff Martin

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have been a member of the Active Transportation Committee since its inception eleven years ago. As a participant in developing the Active Transportation Plan, the Pedestrian Master Plan, the Local Roads Safety Plan, the Costa Mesa Community Pedestrian and Bicycle Safety Training Summary and Recommended Report (Berkeley SafeTREC) and all other initiatives of this committee, my experience speaks for itself.
I am also a founding member and current board member of the Costa Mesa Alliance for Better Streets.
I am also a longtime cyclist (tandem with my now-deceased husband, Joe) and a very-longtime pedestrian in CostaMesaLand, my home since 1967. I have lived/walked Eastside, Westside and central Costa Mesa and know almost every inch of this wonderful, active-transportation-friendly city.

Q4

As a Committee member, what ideas or projects are of interest to you?

I hope to continue my efforts to create safe streets for all users and to work hand-in-glove with the City's wonderful Public Works Department staff: Raja Sethuraman, Brett Atencio Thomas, Ramin Nikoui and Paul Martin.
I hope to "convert" the current bollard bike paths on Placentia between Estancia High School and Adams Avenue, as well as Merrimac Avenue to concrete-curb protected Class 4 cycle tracks. I am also very interested in the City's efforts to coordinately CalTrans to create safe cycling and pedestrian infrastructure on Newport Blvd, between 19th and 16th Streets. I also hope to work with the Public Works Dept. to narrow the outside lane (both northand southbound) on Harbor Blvd and install Class 2 bike lanes. Currently, cyclists on Harbor Blvd ride on the sidewalks, creating uncomfortable situations for pedestrians like me. (I no long own a car or drive, so walking/riding-the-bus is the name of my game.)

Q5

Optional Resume:

r%C3%A9sum%C3%A9%20CV%20Florence%20Martin%202024.docx (24.1KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Florence N Martin

Florence Nedeff Martin
[redacted]

EMPLOYMENT

- September 2013: Reviewer, California Language Review Network, OCDE
- July 2007- July 2009: Consultant (K-12 curriculum writing) UCLA Language Materials Project
- January 2006- September 2008: Instructor of French, Chapman University, Orange Campus
- September 2006 – May 2008: Instructor of Foreign Language Education, Single Subject Credential Program, **California State University, Long Beach**
- August 2003 to December 2006: Instructor of Foreign Language Education, Supervisor of FL candidates, Single Subject Credential Program, **California State University, Fullerton**
- Sept. 1981 to June 2003: Teacher, Garden Grove Unified School District
  Pacifica High School: French 1-4, German 1-AP, English 1-3, Speech
- August 1992 to present: Team member of **California Language Project- COACH**
- fall semester, 1994: **Golden West College**: Instructor, French 108
- Feb. 1972-June 1981: Teacher, Newport-Mesa Unified School District
  Corona Del Mar High School: French 1-3, German 1, English, Speech 1-2.
  Sonora Elementary: Library resource teacher, M.G.M; instructional aide.
- Sept. 1971-Jan. 1972: Instructional aide, Garden Grove Unified School District,
  Morningside Elementary
- Sept. 1964-Feb. 1967: Teacher of French, **Santa Catalina School for Girls**

EDUCATION

- 1969-1988: **University of California, Irvine**, extension courses in teaching methodology, *Lifetime Secondary Teaching Credential* in French, German, English and Library Science
- 1964-1966: **Monterey Institute of International Studies**, M.A., French Language and Literature
- 1961-1964: **University of California-Berkeley**, B.A. French Language and Literature
- 1959-1961: **Monterey Peninsula College**, A.A.

PROFESSIONAL GROWTH & DEVELOPMENT

- Authored a 100-page handbook, ***Second Language Acquisition in Theory and Practice*** as a State of California Mentor Teacher, 1985.
- Developed **in-services for L2 teachers** as a California mentor teacher, 1986.
- Presented a **workshop for the O.C. Dept. of Education** on co-operative learning and teaching for proficiency, 1986.
- As California mentor teacher for the Garden Grove Unified School District for 2 years, presented workshops on the writing process, ELD and language acquisition methodology.
- Attended an 8-week course at the **Goethe-Institute- Munich** in advanced German language studies, summer 1987.
- Attended six week-long summer institutes at **UC, Santa Barbara** sponsored by the California State Department of Education from 1986 to 1994.
- Presented 15 **California Language Teachers' Association Statewide Conference** half-day workshops and several interest sessions on incorporating music, art, graphic organizers, dance, and children's literature) into foreign language instruction, as well as stress and time management for teachers, and wrote accompanying materials for these seminars, 1984-2013
- Took students to some forty **French and German language immersion camps** (FLA-OC), 1982 – 2003, and was Director of German Camp for five years.
- Presented day-long workshops on the **Classroom Oral Competency Interview**, (California Language Project) for the following: UC, Irvine - **COACH** team, San Diego **SAILN** team, Huntington Beach Union High School District, Garden Grove Unified, Newport-Mesa Unified, Mesa College, Orange Coast College and the statewide conference of the California Community College

Instructors' Association, 1995 – 1999.

- Co-authored two foreign language teachers' manuals, ***Moi-Même*** and ***Français Pour La Vie***, providing lessons and teaching strategies that focus on the California Foreign Language Standards, 1999 and 2006 (Project-**COACH**, UC, Irvine)
- Wrote and published 20 extensive units of language instruction curriculum for the UCLA Language Materials Project, 2008-2009
- Member (volunteer), Accreditation Teams for the California Credentialing Commission, Sacramento Department of Education, 2008-2009
- Member (volunteer), **WASC** Accreditation Teams, 2010-2013

VOLUNTEER/ COMMUNITY SERVICE

- Speech and Debate Coach, Pacifica High School, 1982 - 1985
- Mock Trial Coach, Pacifica High School, 1985-1993, 1996-1997
- Faculty Advisory Committee, Pacifica High School, 1984-1995
- International Club Advisor, Pacifica High School, 1982 - 2003
- Member of the teacher training team, **PROJECT COACH**, www.**coachflproject**.org 1993 – 2016
- Member, **Foreign Language Association of Orange County**, www.**flaoc**.com, 1982-2015
- Member, **California Language Teachers Association**, www.**clta**.net 1982 – 2015. Has presented training workshops annually with both FLAOC regional and CLTA statewide conferences since 1988.
- Member of choir at Mariners Church, Irvine, 1995-2003
- Committee Chairperson , CLTA Statewide Conference, Irvine, CA., 2008
- Contributing Editor, **THE ZEST**, a quarterly publication of the FLA-OC, 2000 – 2008.
- Member, **Board of Directors, California Language Teachers Association**, 2006 - 2009
- Contributing columnist, **The Daily Pilot** (newspaper in Newport Beach and Costa Mesa), 2004-2006
- Volunteer for **FRISTERS**, www.**fristers**.org a support team for pregnant teens and teen mothers, 2004 – 2013
- Justice Ministry Leader, Fairview Community Church, Costa Mesa, 2010-2012
- Representative for Fairview Community Church, **Churches Consortium**, www.churchesconsortium@gmail.com, 2011-2013
- Participant in **One Church for Our City**, www.**ocforoc**.org, 2011 – 2013
- Member, Costa Mesans 4 Responsible Government, 2011 – 2018
- Member, City of Costa Mesa Active Transportation Committee, 2015 – present
- Member (Board director), the Costa Mesa Alliance for Better Streets, 2019-present
- Member, Treasurer, Costa Mesa Democratic Club, 2018-2024
- Member, Treasurer, Costa Mesa Women's Club, 2018-2024
- Member, Recording Secretary, Costa Mesa Women's Club,
- Board Member, Costa Mesa Alliance for Better Streets, 2018 to present
- Member, City of Costa Mesa Active Transportation Committee, 2015 to present
- Member, Women in Leadership, 2022 to present
- Member, Newport Beach Women's Democratic Club, 2022 to present

HONORS

- **Most Valuable Teacher**, Pacifica High School PTA - 1986
- **California Mentor Teacher**, Garden Grove Unified SD - 1985, 1986, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996
- Certificate of Appreciation, Garden Grove Education Association, for service on the **Board of Directors** and on the ***Advocate*** (monthly newsletter) **editorial board**, 1984 -1988
- Certificate of Recognition and Appreciation, LA Olympic Organizing Committee, for service as a **volunteer interpreter (Bulgarian),** 1984
- California Language Teachers Association: **Mary Dufort Scholarship Study Grant**, 1991
- California Language Teachers Association: **Outstanding Teacher of the Year**, 1993

- California Language Teachers Association: annual **Goethe Institute Study Grant**, 1996
- Foreign Language Association of Orange County: **Exemplary Life Service Award**, 2009
- California Language Teachers Association, **McGraw Hill Education Outstanding Teacher-Leader Award**, 2013

#11

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Collector: Web Link 1 (Web Link)
Started: Tuesday, March 10, 2026 2:35:28 PM
Last Modified: Tuesday, March 10, 2026 3:02:34 PM

[redacted]

Page 1

Q1

Full Name:

Michael Moses Nolf

Q2 **Active Transportation Committee**

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have been serving with this committee since 2018 (with a 2 year break) and am currently the vice chair. I am passionate about making this city safe for everyone, whether they are traveling in a car, truck, bicycle, walking, or any other mode of transportation.

I have been commuting to work in or through Costa Mesa via bicycle and ebike since 2003, which helps me bring a good deal of experience with our infrastructure to the committee.

Q4

As a Committee member, what ideas or projects are of interest to you?

- Filling in the gaps where safe and efficient bike routes do not currently exist.
- Coming up with solutions to problem intersections so cars, cyclists, and pedestrians can safely coexist.
- Getting creative with funding so we can complete more projects (our city staff is currently doing a fantastic job with this and I want to keep supporting them).

Q5

Respondent skipped this question

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Michael Moses Nolf

#14

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Collector: Web Link 1 (Web Link)
Started: Saturday, March 14, 2026 4:12:05 PM
Last Modified: Saturday, March 14, 2026 4:21:10 PM

[redacted]

Page 1

Q1

Full Name:

Mo (Kevin) El-Ajouz

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I want to serve on the Active Transportation Committee because I care deeply about helping Costa Mesa become a safer, more connected, and less car-dependent city. I bike regularly and strongly believe in the value of walkability, bike infrastructure, and public transportation in improving quality of life, accessibility, and community well-being. Since moving to Costa Mesa eight months ago and purchasing a home here, I have become personally invested in the city's future. As a business owner, I bring experience in operations, long-term planning, problem-solving, and working through practical challenges thoughtfully. I would be excited to contribute that perspective as an engaged resident who wants to help make Costa Mesa more accessible and forward-thinking for everyone.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am especially interested in projects that make Costa Mesa safer, more comfortable, and more inviting for people outside of cars. That includes safer streets and sidewalks at night, better lighting, improved crosswalks and intersections, expanded bike infrastructure, and stronger connections between neighborhoods, parks, and commercial areas. I moved here from Los Angeles because I wanted to live in a place where my family felt safe, and I want to help strengthen that feeling through better street design. I am also interested in planting more trees between sidewalks and streets to create a buffer from traffic and make walking feel more natural and protected. Right now, many streets and sidewalks feel very car-centric, and I would like to support projects that make Costa Mesa more walkable, bike-friendly, and welcoming.

Q5

Optional Resume:

MohammadElAjouz.Resume.2026.pdf (135.3KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

City/Town:

ZIP/Postal Code:

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Phone (cell):



Q7

Signature Required:

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Q8

Full Name:

Mohammad El-Ajouz

Mohammad Kevin El-Ajouz
[redacted]

Experience

Pacific Paper Corp. (Receipt Paper & Label Wholesale Company) La Verne, CA
Owner/Founder June 2022 - Present

- **Founded Pacific Paper** to create a vertically integrated supply model, purchasing paper and labels directly from the manufacturer (Pacific Coast Supplies) and delivering them to end customers, eliminating intermediaries and improving pricing control.
- Led end-to-end operations and full P&L ownership, making strategic decisions across pricing, supply chain, and regulatory compliance to scale the company to **eight-figure annual revenue.**
- Built and led a **5-person sales team**, driving high-volume B2B transactions and expanding national market presence through disciplined pipeline management and targeted outreach.
- Established Pacific Paper as a trusted supplier to leading grocery chains, including **Erewhon, Gelson's, Smart & Final, Northgate, Cardenas.**

Pacific Coast Supplies (Receipt Paper & Label Manufacturing Company) Los Angeles, CA
Chief Manager of Operations June 2017 - May 2022

- Executed day-to-day operations across finance, production, logistics, and workforce management for a manufacturing company with a **22-person team.**
- Designed and executed operational improvements that **increased production output by 35%** while reducing costs and improving process reliability.
- Supported company growth by implementing scalable systems across inventory management, scheduling, and internal reporting.

Daley Technology Systems (Marketing Firm) Los Angeles, CA
Marketing Coordinator September 2018 - May 2021

- Developed sales initiatives for multiple client accounts, supporting customer and brand growth.
- Managed and optimized client social media channels, driving **50%–300% increases in engagement**.

Education

California State Polytechnic University – Pomona Pomona, CA
Bachelor of Science in Business Administration – Entrepreneurship September 2017 - May 2021

- Demonstrated campus leadership through **entrepreneurial and business organizations (AMA)**, **founding fraternity membership**, and the **creation of a collegiate soccer club)**

Skills & Interests

Financial & Analytical Skills: Excel (pricing and margin models, inventory forecasting, sales commission structures, RFQ and logistics cost comparisons); P&L ownership and cash-flow forecasting; portfolio management and equity investing (personally managed portfolio >$250K)
Business Systems & Sales Operations: CRM and outbound sales systems (Pipedrive, ZoomInfo, SmartLead); Shopify (pricing, order management, inventory, and accounting)
Languages: English (Fluent); Arabic (Fluent — first language; used in customer and supplier negotiations)
Interests: Competitive chess (self-taught; tournament experience); classical and jazz piano (formal study for 2 years); soccer (founded and led a college club, organizing tournaments and watch events); global travel (36 countries); surfing, yoga, and running (recreational); community service (volunteer, SowingSeedsForLife food pantry)

#7

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Started: Thursday, March 05, 2026 11:21:36 AM
Last Modified: Thursday, March 05, 2026 11:29:25 AM

[redacted]

Page 1

Q1

Full Name:

Andrew Barnes

Q2 **Active Transportation Committee**

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am the current Chair of the Active Transportation Committee (ATC) and would very much like to continue my involvement with the ATC. I have guided the ATC over the past two years to be proactive on important issues such as ensuring the municipal code is consistent with the CVC with respect to bikes and e-bikes. I have worked with staff and CMPD to ensure that our code provides the resources to improve the safety of bike riders, e-bike riders and pedestrians. I have developed near-term goals and objectives that the ATC have adopted, and I would like to continue completion of these goals as well as important new goals such as Daylighting Law compliance, and accelerating safety improvements that arise from the Safe Routes to School project.

Q4

As a Committee member, what ideas or projects are of interest to you?

Please see my response to item number 3.

Q5 **Respondent skipped this question**

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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Q7

Signature Required:

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Q8

Full Name:

Andrew Barnes

#19

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Collector: Web Link 1 (Web Link)
Started: Thursday, March 19, 2026 2:37:23 PM
Last Modified: Thursday, March 19, 2026 2:40:00 PM

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Page 1

Q1

Full Name:

Alyson Rutledge

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Active Transportation Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Im a Registered Veterinary Technician, love my current job, looking to expand my animal services. Currently in Vet Med, for 20 years.

Q4

As a Committee member, what ideas or projects are of interest to you?

Public Safety and Animal Neglect

Q5

Optional Resume:

Respondent skipped this question

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

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Q7

Signature Required:

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Q8

Full Name:

Alyson Rutledge

#23

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, March 25, 2026 6:36:23 PM
Last Modified: Wednesday, March 25, 2026 6:40:24 PM

[redacted]

Page 1

Q1

Full Name:

Greg Pinney

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Active Transportation Committee,

Housing and Public Service Grants Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am a licensed realtor and life long Costa Mesa resident.

Q4

As a Committee member, what ideas or projects are of interest to you?

Real estate expansion, pet rules and regulations as well as traffic issues that face the city.

Q5

Optional Resume:

Respondent skipped this question

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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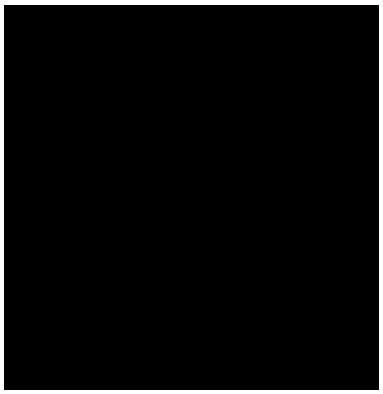
Address 2:

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Q7

Signature Required:

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Q8

Full Name:

Gregory Pinney

#8

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Collector: Web Link 1 (Web Link)
Started: Friday, March 06, 2026 11:16:57 AM
Last Modified: Friday, March 06, 2026 11:32:57 AM

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Page 1

Q1

Full Name:

Farhad Edward Khosravi

Q2

Indicate the name of the Committee you are interested in serving on:

Active Transportation Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am committee member at present.
Also, I am a Caltrans retired transportation engineer with 40 years of service in the field. I have my master's degree in civil engineering and transportation engineering.

Q4

As a Committee member, what ideas or projects are of interest to you?

Safety, updating our transportation plan, expanding our bicycle network, multimodal connectivity and improvements.

Q5

Optional Resume:

Farhad%20Edward%20Khosravi%20Resume%203-24.pdf (104.1KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

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Phone (cell):



Q7

Signature Required:

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Q8

Full Name:

Farhad Edward Khosravi



Farhad Edward Khosravi

Objective

Improve living in Costa Mesa, California and United States

Experience

1984- 2023, Retired Transportation Engineer, California Department Transportation.

1998-Present Real Estate and Mortgage Broker

Education

1986-1988 San Diego State University, California

- M.S. Civil Engineering

1978-1982 Portland State University, Oregon

- B.S. Civil Engineering

Licenses

Professional Engineering, General Contractor, Real Estate and Mortgage Broker

Interests

Tennis, Walking, Movies

#10

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Started: Tuesday, March 10, 2026 10:35:00 AM
Last Modified: Tuesday, March 10, 2026 10:40:40 AM

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Page 1

Q1

Full Name:

jody pedri

Q2 **Animal Services Committee**

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Just to contribute to the city where I have lived for 55 years.
I have no special qualifications other than as a pet owner.

Q4

As a Committee member, what ideas or projects are of interest to you?

Homeless pets. Pet abuse.

Q5 **Respondent skipped this question**

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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ZIP/Postal Code:

Email Address:

Phone (cell):

[redacted]

Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

jody pedri

#22

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, March 20, 2026 1:49:37 PM
Last Modified: Friday, March 20, 2026 2:22:50 PM

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Page 1

Q1

Full Name:

Syed Zia Hussain

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Active Transportation Committee,

Finance and Pension Advisory Committee,

Housing and Public Service Grants Committee,

Mobile Home Park Advisory Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have served as member of Mobile Housing Committee Costa Mesa for the past three years. Planning for master's in urban planning (Transportation). Working in Education field. Organized online international Research student seminar for the past three years with Malmo University, Sweden (Transport Dept) research topics cover sustainability, infrastructure, and transportation in California and Sweden. SCD-SEMINAR III https://www.youtube.com/watch?v=EMANNx3cnV8&t=10246s

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to support the committee in achieving its goals for the coming years. I would like to volunteer and actively participate in any possible way for the committee projects if required.

Q5

Optional Resume:

ESL-Teacher-CV.pdf (302.4KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Syed Zia Hussain

SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa Mesa

[redacted]

Education

- **Bachelor of Science in Urban and Regional Planning**
  Sept 2019-May2025

Cal Poly Pomona, California, United States

- **Associate Degree in Architecture**
  Sept 2017-Sept2019

Orange Coast College. California, United States

- **Associate Degree in Event Management**
  Sept 2013- Sept2016

Orange Coast College. California, United States

Bachelors in Management
Sept 2008-Sept2010
Stenden University, Netherlands

Personality

Mysers-Briggs Type Indicator: ESFJ personality type: helpful, high value to harmony, close attention to people's needs, Committed, prefer closure, structure, organized situation, nurture warmth and compassion and contribute to others achievements and ESFJs are best in organizing people for a job done.

StrengthFrinder: EAS Highest themes are Enterprising, Artistic, Social, Investigative, Conventional, and Realistic and top four traits are Strategic: Theme creator in any given scenario, Positive: motivated and encouraging, Maximizer: Ability to transform superb results by placing right person for the right job, Communication: Easy, effective, thoughtful conversationalist, and presenter, Futuristic: Inspiring visions, unique tact to achieve outstanding goals.

Internationally experienced educator with 15+ years of teaching and youth program experience in schools, after-school programs, and community settings. TEFL-certified, with training in child development and project management. Skilled in engaging diverse learners and creating safe, inclusive learning environments.

Professional Milestones

- Serving **as Member of Mobile Housing Committee at City of Costa Mesa** (2024 to 2026)
- 5 years' experience in **teaching English to all grades** in "My Little World" Secondary school, Karachi, Pakistan.
- **Guest lecture to Art Therapy** undergraduate students at Stenden University, Leeuwarden, Netherlands.
- **Guest-taught classes in schools** across the Friesland province, delivering engaging lessons and supporting classroom learning, Netherlands.
- Worked **for kids development, activities and educations projects** with the city of San Clemente and City of Costa Mesa, California, USA.
- **Organized school level workshops** and activities for language students in Pakistan and Netherlands.
- Certificate **"Adult and Pediatric First Aid/CPR/AED"** American Red Cross.
-

- **Certifications**
  Essentials of Project Management – Coastline Community College 3 credit course.
- Events & Activities for Seniors - **Relias Learning Management System** (RLMS)
- Certificate in **"TEFL"** Teaching English as a Second Language
- IDTA: **Certificate in "International Dance Teacher Association**" (Gold Level)
- Certificate in **"Basics of Child Development & Wellbeing".**

Professional Summary

Program Lead (After-School Program)
Think Together at Vista Heritage Middle School. Santa Ana, CA. Jan 2026 - present
Supervise assigned grade students for their enrichment activity, homework, recreation, and lunch arrangements.

Instructional Provider (After-School Programs)
Creative Brains | Unified Santa Ana School District, CA Feb 2025 – Jan 2026
Deliver structured academic and enrichment lessons
Support student learning through interactive and activity-based instruction
Maintain positive classroom behavior and student engagement
Private Activity Vendor / Educator

Recreation Leader
City of Costa Mesa and City of San Clemente, CA Feb 2019-2024
Led safe, age appropriate activities for children

Supervised groups and promoted positive behaviour
Encouraged participation, teamwork, and creativity

Recreation Leader
Village Management Services (VMS), Laguna Woods, CA
Oct 2018 – Oct 2019
Supervised recreation venues and daily operations, providing customer service and supporting events through setup and breakdown.
Managed weekly event calendars and assisted with program registration, facility rentals, and event applications.
Conducted facility and equipment inspections, identified safety or maintenance issues, and submitted service requests as needed.

International Work Experience

Netherlands: 5 years of teaching experience with Parnas Arts Institutes at Leeuwarden Town, Netherlands. Even Coordinator and Radio Host for Expect-Leeuwarden Non-Profit Organization. And conducted a guest lecture to undergraduate students of Arts Therapy at Stenden University.

Pakistan: Teach all grades at My Little World Secondary school. Organized workshop for school children, title **"Promote English As Second Language".** Students were prepared to participate performances in English from a singing a song to presenting a story. Karachi, Pakistan.

California: Experience working for Recreational Dept programs and working as after-school Program Lead. And organize International Research Exchange seminar for the undergraduate students of urban planning between Malmo University Sweden and California for the past 3 years.

(All certificates and evidence can be provided on request)

#1

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Collector: Web Link 1 (Web Link)
Started: Tuesday, March 03, 2026 9:41:07 AM
Last Modified: Tuesday, March 03, 2026 9:50:21 AM

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Page 1

Q1

Full Name:

Beatriz Leon

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am interested in serving on the Animal Services Committee because I care deeply about the humane treatment of animals and believe that compassionate, thoughtful policies make a meaningful difference in the community. Animal services play an important role in both public safety and animal welfare, and I would like to contribute to conversations that help ensure Costa Mesa continues to support responsible pet ownership and humane practices.

Q4

As a Committee member, what ideas or projects are of interest to you?

I would be interested in supporting projects that increase community awareness around responsible pet ownership, including education about licensing, spay/neuter resources, and animal safety. I believe outreach efforts — such as informational campaigns, community events, or partnerships with local schools — can help reduce stray populations and promote humane treatment.

I would also be interested in exploring ways to make animal services more accessible and visible to residents, including improving communication about available resources. Ensuring that policies balance public safety with compassion for animals is important to me, and I would welcome the opportunity to contribute ideas that support both.

Q5

Optional Resume:

Respondent skipped this question

923

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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Phone (cell):



Q7

Signature Required:

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Q8

Full Name:

Beatriz Leon

#20

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Collector: Web Link 1 (Web Link)
Started: Thursday, March 19, 2026 5:01:04 PM
Last Modified: Thursday, March 19, 2026 5:28:03 PM

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Page 1

Q1

Full Name:

Anna Marie Rodriguez

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I would like to serve the community by sharing my knowledge and experience of Animal Welfare, public safety, animal issues and community needs. With 40 years of experience in the Animal Control field, public health, public safety and veterinary background I feel I can contribute to my community. I have lived in Costa Mesa for 40 years and familiar with issues and needs.

Q4

As a Committee member, what ideas or projects are of interest to you?

As a committee member I would like to improve the availability of low cost
spay and neutering for responsible pet owners. Explore shelter options for Costa Mesa pets. Assist with public education and PSA to keep the community updated on the animal issues we face as a community.

Q5

Optional Resume:

Respondent skipped this question

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

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Phone (cell):



Q7

Signature Required:

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Q8

Full Name:

Anna Marie Rodriguez

#21

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Collector: Web Link 1 (Web Link)
Started: Friday, March 20, 2026 10:16:32 AM
Last Modified: Friday, March 20, 2026 10:21:38 AM

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Page 1

Q1

Full Name:

Barbara Bellina

Q2 **Animal Services Committee**

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have been a volunteer at the shelters. I work with a lot of rescues I've fostered and found homes for animals and I have a great passion for them. I'd love to be their advocate.

Q4

As a Committee member, what ideas or projects are of interest to you?

Fund raising, adoption events helping people in need to keep their pets, Low cost and spay and vaccination clinics

Q5 **Respondent skipped this question**

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Barbara Bellina

#25

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, March 26, 2026 12:01:12 PM
Last Modified: Thursday, March 26, 2026 12:43:14 PM

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Page 1

Q1

Full Name:

Cara Stewart

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am honored to seek reappointment to the Animal Services Committee and to continue serving a community I care deeply about.

My commitment to animal welfare is both personal and professional. I am the proud mama of a nearly four-year-old rescue lab/staffie mix, and I have had companion animals throughout my life. That lifelong connection informs my perspective and reinforces my belief that how we care for animals reflects the values of our community.

Professionally, I bring more than two decades of experience in strategic communications, public relations, and community engagement. I have worked with animal-serving organizations and companies, including VCA and Kinn, supporting initiatives that connect people to services, build trust, and drive participation. I have also helped organize adoption events, including programs pairing rescue dogs with veterans in need of emotional support. These experiences defined for me the profound impact of thoughtful, well-executed animal services.

During my current term, I've focused on collaboration, practical solutions, and aligning with the City's priorities. I understand how to communicate complex issues clearly, engage stakeholders, and help build momentum behind initiatives that require both community support and thoughtful implementation.

I would welcome the opportunity to continue contributing to the Committee's work and advancing outcomes that benefit both residents and animals in Costa Mesa.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am particularly interested in continuing to advance several key initiatives that are important to both the community and the City’s long-term planning efforts.

First, I would like to help see forward a thoughtful, balanced approach to TNVR (Trap, Neuter, Vaccinate, Release), ensuring we address community concerns while supporting humane, effective population management.

Second, I am committed to maintaining momentum toward establishing a permanent animal shelter for Costa Mesa, which I believe is an essential investment that reflects our city's needs, growth, and values.

Third, I am also focused on expanding community engagement through programs and events, such as Barktoberfest, and other initiatives that foster meaningful connections between residents and animal services. Increasing awareness and participation strengthens outcomes across all areas of the Committee’s work.

Fourth, as the City enters its budget process, I see an important role in advocating for the Committee’s priorities and in ensuring that animal services remain part of the broader conversation about quality of life and public service delivery.

Fifth, I am also interested in supporting the continued evolution of newer initiatives, including the residential beekeeping program, as we evaluate its impact and identify opportunities for refinement.

More broadly, I am committed to advancing policies and programs that thoughtfully integrate animals into our community in ways that align with Costa Mesa’s mission, vision, values, and planning goals, enhancing the experience of our city for all residents, both two-legged and four-legged.

Q5

Optional Resume:

Stewart%20ASC%20Resume%202026.pdf (60.9KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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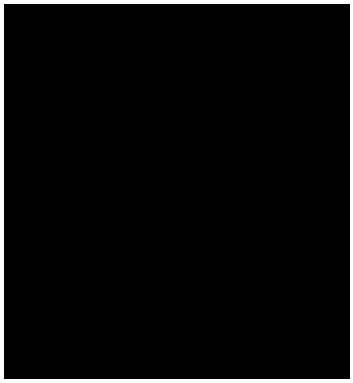
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Q7

Signature Required:

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Q8

Full Name:

Cara Stewart

Cara Stewart
Costa Mesa, California
[redacted]

PROFESSIONAL SUMMARY

Public relations and strategic communications executive with more than 25 years of experience advising organizations, executives, and public institutions. Expertise in community engagement, public affairs, and stakeholder communications, with a strong track record of building partnerships, increasing public participation, and supporting mission-driven initiatives. Civic leader with active service in local government and nonprofit organizations, bringing a thoughtful, solutions-oriented approach to community issues, including animal welfare.

CURRENT CIVIC & COMMUNITY LEADERSHIP

- City of Costa Mesa – Animal Services Committee, Vice Chair
    - Provide leadership and guidance on animal welfare policies and community programs
    - Support initiatives related to animal services, community engagement, and responsible pet ownership
    - Collaborate with City staff, elected officials, and community stakeholders
- Golden West College Foundation — Board of Directors
- Someone Cares Soup Kitchen — Board of Directors

PROFESSIONAL EXPERIENCE

WunderMarx, Inc. – Newport Beach, CA
Founder & Chief Executive Officer | 2001 – Present

- Founded and lead a strategic communications firm recognized as one of the best places to work in Orange County, specializing in public relations, community engagement, and public affairs
- Advise organizations and institutions on stakeholder communication, reputation management, and community outreach
- Develop campaigns that increase public awareness, participation, and trust

ANIMAL WELFARE & COMMUNITY ENGAGEMENT EXPERIENCE

- Worked with animal-serving organizations and companies, including VCA and Kinn
- Supported marketing and outreach efforts to connect communities with animal services
- Organized and promoted adoption events, including initiatives pairing rescue dogs with veterans for emotional support
- Lifelong animal owner and advocate; current owner of a rescue dog

EDUCATION & CERTIFICATIONS

- National University, Bachelor of Arts, Communications
- AB 1234 Ethics Education Certificate
- Additional professional development in emerging technologies and communications

#19

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, March 19, 2026 2:37:23 PM
Last Modified: Thursday, March 19, 2026 2:40:00 PM
[redacted]

Page 1

Q1

Full Name:

Alyson Rutledge

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Active Transportation Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

Im a Registered Veterinary Technician, love my current job, looking to expand my animal services. Currently in Vet Med, for 20 years.

Q4

As a Committee member, what ideas or projects are of interest to you?

Public Safety and Animal Neglect

Q5

Optional Resume:

Respondent skipped this question

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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Q7

Signature Required:

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Q8

Full Name:

Alyson Rutledge

#23

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Collector: Web Link 1 (Web Link)
Started: Wednesday, March 25, 2026 6:36:23 PM
Last Modified: Wednesday, March 25, 2026 6:40:24 PM

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Page 1

Q1

Full Name:

Greg Pinney

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Active Transportation Committee,

Housing and Public Service Grants Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am a licensed realtor and life long Costa Mesa resident.

Q4

As a Committee member, what ideas or projects are of interest to you?

Real estate expansion, pet rules and regulations as well as traffic issues that face the city.

Q5

Optional Resume:

Respondent skipped this question

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

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Phone (cell):



Q7

Signature Required:

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Q8

Full Name:

Gregory Pinney

#12

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Last Modified: Friday, March 13, 2026 1:13:38 PM
[redacted]

Page 1

Q1

Full Name:

Nicole Wiltshire

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

In 2017 I adopted my first dog, a Border Collie/GSD mix. Her original family had planned to surrender her to Animal Control, but a friend of the family offered to rehome her. I cannot imagine this dog surviving life in an animal shelter and, since we brought her home, I've become a supporter of the Adopt Don't Shop movement. I think humans can always do better as the stewards of our pets and animals.

Q4

As a Committee member, what ideas or projects are of interest to you?

I'm always interested in helping animals find homes. This could include planning of social media content and events to help educate the public about available pets in shelters and responsible pet ownership.

Q5

Optional Resume:

Nicole%20Wiltshire%20Resume%202026.pdf (49.9KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

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Phone (cell):



Q7

Signature Required:

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Q8

Full Name:

Nicole Wiltshire

Nicole Wiltshire

[redacted]

Business owner and consultant with a background in small business development, customer communication, and operational systems. My work focuses on helping organizations better connect with the people they serve and run their operations more effectively. I bring a practical, problem-solving mindset, strong communication skills, and a commitment to supporting initiatives that improve the quality of life in our community.

Education

March 2007 | Art Institute of Orange County
Bachelors of Science

Work Experience

2011 to Present
Independent Digital Marketer

Highlights:

- Created and led several online education and consulting businesses focused on helping individuals and small business owners develop clear messaging, organize their services, and communicate effectively with customers.
- Built and managed an online education platform supporting small business owners in improving how they present and market their services.
- Produced and facilitated multiple online training programs and collaborative projects with industry partners focused on business development and customer communication.
- Developed membership communities and ongoing training resources that helped entrepreneurs organize their marketing, streamline client communication, and create consistent systems in their businesses.
- Provided individualized consulting to small business owners, helping them structure offers, improve messaging, and build sustainable client relationships.

Current Work:

- Manage digital advertising campaigns for small businesses and contractors to help them reach local customers.
- Design and implement customized client-management systems (CRM systems) that help businesses track customer inquiries, organize projects, and improve follow-up communication.

Public Service Experience

2024 to Present
Director, Costa Mesa Sanitary District Board

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, March 04, 2026 11:20:23 AM
Last Modified: Wednesday, March 04, 2026 11:26:27 AM

[redacted]

Page 1

Q1

Full Name:

Randi Miller

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am deeply committed to animal welfare and to strengthening the connection between our community and the animals who depend on us. Serving on the Animal Services Committee would allow me to contribute to meaningful initiatives that promote humane treatment, responsible pet ownership, and accessible support services for residents and their pets. I am motivated by the opportunity to work collaboratively with others who share a passion for improving animal well-being and creating a more compassionate community.
Experience and Qualifications
I believe my background and community involvement make me a strong candidate for this committee:

Founder with Puppy Pals Club: Through my work with Puppy Pals Club, a community outreach charity focused on feeding animals and supporting pet owners in need, I have gained firsthand experience with the challenges faced by underserved pets and families. This work has strengthened my understanding of the importance of accessible resources and proactive community engagement.

Hands-On Animal Care Experience: Volunteering and supporting local shelters and animal organizations have given me insight into daily animal care needs, common welfare issues, and best practices in providing safe, compassionate environments.

Community Outreach & Collaboration: My involvement in local outreach efforts—including organizing food distributions for animals—has helped me build strong communication, coordination, and relationship-building skills. I am comfortable working with diverse groups and helping connect community members with available resources.

Analytical & Problem-Solving Skills: I am able to evaluate information, consider multiple perspectives, and help propose practical and humane solutions aligned with broader community goals.

Through these experiences, I have developed a strong commitment to supporting both animals and the people who care for them. I would be honored to bring my energy, compassion, and community-driven mindset to the Animal Services Committee.

Q4

As a Committee member, what ideas or projects are of interest to you?

Expanded Community Outreach and Support Programs:
Building on my experience with Puppy Pals Club, I would like to help develop programs that provide food, supplies, and basic care assistance to pet owners facing financial challenges. This not only supports animals in need but also helps keep pets with their families and reduces shelter intake.

Education and Responsible Pet Ownership Campaigns:
I am interested in creating user-friendly educational materials and events focused on topics like proper pet care, spay/neuter benefits, animal safety, and emergency preparedness. Increasing public awareness can significantly improve animal well-being and reduce preventable issues.

Volunteer and Foster Program Enhancement:
Strengthening partnerships with local organizations and encouraging broader participation in foster programs can increase the capacity of shelters and improve outcomes for animals who need temporary care.

Animal Food Assistance & Resource Distribution Events:
Organizing recurring community events—similar to food distribution efforts through Puppy Pals Club—would be a meaningful way to reach underserved areas, support pet owners, and identify community needs more proactively.

Support for Lost-and-Found Animal Initiatives:
Enhancing communication tools and awareness campaigns to help reunite lost pets with their families more quickly is another area I'm passionate about.

Overall, I am interested in initiatives that combine compassion, practical support, and community collaboration. My goal is to help create a stronger, more informed, and more connected community that prioritizes the well-being of all animals.

Q5 **Respondent skipped this question**

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Randi Miller, Ph.D.

#3

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Started: Tuesday, March 03, 2026 9:50:41 AM
Last Modified: Tuesday, March 03, 2026 10:20:55 AM

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Page 1

Q1

Full Name:

Jesse Todd Hiser

Q2

Indicate the name of the Committee you are interested in serving on:

Finance and Pension Advisory Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am a licensed California Certified Public Accountant (CPA) with more than 20 years of professional experience, including over a decade dedicated to management in the not-for-profit sector. Throughout my career, I have developed deep expertise in financial oversight, governance, compliance, and organizational stewardship.

In addition to my professional background, I served eight years on my homeowners association board, holding leadership roles as Treasurer and President. In these capacities, I was responsible for fiscal management, strategic planning, and community governance.

I also completed the City of Orange Community Emergency Response Team (CERT) program, while a resident of Orange, further reflecting my commitment to public service and community preparedness. I am motivated by opportunities to contribute my skills and experience in service of the broader community and the public good.

Q4

As a Committee member, what ideas or projects are of interest to you?

Budgets, forecasting, cost analysis, investment, policy, and remediation to name a few.

Q5

Optional Resume:

Respondent skipped this question

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

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Q7

Signature Required:

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Q8

Full Name:

Jesse Todd Hiser

#22

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Started: Friday, March 20, 2026 1:49:37 PM
Last Modified: Friday, March 20, 2026 2:22:50 PM

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Page 1

Q1

Full Name:

Syed Zia Hussain

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Active Transportation Committee,

Finance and Pension Advisory Committee,

Housing and Public Service Grants Committee,

Mobile Home Park Advisory Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have served as member of Mobile Housing Committee Costa Mesa for the past three years. Planning for master's in urban planning (Transportation). Working in Education field. Organized online international Research student seminar for the past three years with Malmo University, Sweden (Transport Dept) research topics cover sustainability, infrastructure, and transportation in California and Sweden. SCD-SEMINAR III https://www.youtube.com/watch?v=EMANNx3cnV8&t=10246s

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to support the committee in achieving its goals for the coming years. I would like to volunteer and actively participate in any possible way for the committee projects if required.

Q5

Optional Resume:

ESL-Teacher-CV.pdf (302.4KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

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Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Syed Zia Hussain

SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa Mesa

Education

- **Bachelor of Science in Urban and Regional Planning**
  Sept 2019-May2025

Cal Poly Pomona, California, United States

- **Associate Degree in Architecture**
  Sept 2017-Sept2019

Orange Coast College. California, United States

- **Associate Degree in Event Management**
  Sept 2013- Sept2016

Orange Coast College. California, United States

Bachelors in Management
Sept 2008-Sept2010
Stenden University, Netherlands

Personality

Mysers-Briggs Type Indicator: ESFJ personality type: helpful, high value to harmony, close attention to people's needs, Committed, prefer closure, structure, organized situation, nurture warmth and compassion and contribute to others achievements and ESFJs are best in organizing people for a job done.

StrengthFrinder: EAS Highest themes are Enterprising, Artistic, Social, Investigative, Conventional, and Realistic and top four traits are Strategic: Theme creator in any given scenario, Positive: motivated and encouraging, Maximizer: Ability to transform superb results by placing right person for the right job, Communication: Easy, effective, thoughtful conversationalist, and presenter, Futuristic: Inspiring visions, unique tact to achieve outstanding goals.

Internationally experienced educator with 15+ years of teaching and youth program experience in schools, after-school programs, and community settings. TEFL-certified, with training in child development and project management. Skilled in engaging diverse learners and creating safe, inclusive learning environments.

Professional Milestones

- Serving **as Member of Mobile Housing Committee at City of Costa Mesa** (2024 to 2026)
- 5 years' experience in **teaching English to all grades** in "My Little World" Secondary school, Karachi, Pakistan.
- **Guest lecture to Art Therapy** undergraduate students at Stenden University, Leeuwarden, Netherlands.
- **Guest-taught classes in schools** across the Friesland province, delivering engaging lessons and supporting classroom learning, Netherlands.
- Worked **for kids development, activities and educations projects** with the city of San Clemente and City of Costa Mesa, California, USA.
- **Organized school level workshops** and activities for language students in Pakistan and Netherlands.
- Certificate **"Adult and Pediatric First Aid/CPR/AED"** American Red Cross.
-

- **Certifications**
  Essentials of Project Management – Coastline Community College 3 credit course.
- Events & Activities for Seniors - **Relias Learning Management System** (RLMS)
- Certificate in **"TEFL"** Teaching English as a Second Language
- IDTA: **Certificate in "International Dance Teacher Association**" (Gold Level)
- Certificate in **"Basics of Child Development & Wellbeing".**

Professional Summary

Program Lead (After-School Program)
Think Together at Vista Heritage Middle School. Santa Ana, CA. Jan 2026 - present
Supervise assigned grade students for their enrichment activity, homework, recreation, and lunch arrangements.

Instructional Provider (After-School Programs)
Creative Brains | Unified Santa Ana School District, CA Feb 2025 – Jan 2026
Deliver structured academic and enrichment lessons
Support student learning through interactive and activity-based instruction
Maintain positive classroom behavior and student engagement
Private Activity Vendor / Educator

Recreation Leader
City of Costa Mesa and City of San Clemente, CA Feb 2019-2024
Led safe, age appropriate activities for children

Supervised groups and promoted positive behaviour
Encouraged participation, teamwork, and creativity

Recreation Leader
Village Management Services (VMS), Laguna Woods, CA
Oct 2018 – Oct 2019
Supervised recreation venues and daily operations, providing customer service and supporting events through setup and breakdown.
Managed weekly event calendars and assisted with program registration, facility rentals, and event applications.
Conducted facility and equipment inspections, identified safety or maintenance issues, and submitted service requests as needed.

International Work Experience

Netherlands: 5 years of teaching experience with Parnas Arts Institutes at Leeuwarden Town, Netherlands. Even Coordinator and Radio Host for Expect-Leeuwarden Non-Profit Organization. And conducted a guest lecture to undergraduate students of Arts Therapy at Stenden University.

Pakistan: Teach all grades at My Little World Secondary school. Organized workshop for school children, title **"Promote English As Second Language".** Students were prepared to participate performances in English from a singing a song to presenting a story. Karachi, Pakistan.

California: Experience working for Recreational Dept programs and working as after-school Program Lead. And organize International Research Exchange seminar for the undergraduate students of urban planning between Malmo University Sweden and California for the past 3 years.

(All certificates and evidence can be provided on request)

#13

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Last Modified: Saturday, March 14, 2026 8:51:37 AM

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Page 1

Q1

Full Name:

Jordan Johnson

Q2

Indicate the name of the Committee you are interested in serving on:

Finance and Pension Advisory Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

After consulting with current city council members and current FiPac members (Jeff Pettis, Mike Buley, and Daniel Morgan) and considering my background in finance (currently as the CFO of a nationwide commercial real estate investment firm, and previously as a Vice President at Wells Fargo Bank), I believe I can be highly additive as a committee member of FiPAC.

Q4

As a Committee member, what ideas or projects are of interest to you?

As I do on a daily basis in my capacity as a CFO, I look forward to adding value to the City and FiPAC by taking a detailed look at the City's financial related matters and facilitating discussions to evaluate potentially accretive and practical solutions to benefit the City's residents on a long term basis.

Q5

Optional Resume:

Jordan%20B%20%20Johnson%20Resume%20-%202026.pdf (203.6KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

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City/Town:

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Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Jordan Johnson

JORDAN B. JOHNSON, CFA

[redacted]

EXPERIENCE

THE EMMES GROUP OF COMPANIES | EMMES REALTY ADVISORS LLC

A nationwide commercial real estate owner/operator with regional offices in California and New York. Focused on institutional value-add, opportunistic, and distressed commercial real estate investments. www.emmesco.com

Chief Financial Offer and Managing Director - Irvine, CA **2022 – PRESENT**

Currently performing a dual-role function:

- As Chief Financial Offer, responsible for leading all finance and accounting functions, including oversight of corporate and property-level accounting, financial reporting, and internal financial operations.
  - Responsibilities include i) leading and developing a team of finance professionals while managing key relationships with external auditors, tax advisors, and financial service providers, ii) managing all treasury management functions, iii) directing all debt financing and refinancing activities across the portfolio, including structuring, negotiation, and ongoing administration and iv) serving as a principal liaison for investor relations with institutional and high-net-worth partners.
  - Additional responsibilities include overseeing all insurance related activities, administering all payroll and HR related functions, directing all property tax appeal endeavors, and supervising all family office related activities on behalf of the company's chairman.
- As Managing Director of Acquisitions & Capital Markets, responsible for actively sourcing, underwriting, and structuring the acquisition, disposition, and recapitalization of institutional commercial real estate investments (both equity and debt investments).

Executive Vice President | Acquisitions & Capital Markets - Irvine, CA **2017 – 2022**

- Directed sourcing, underwriting, and structuring the acquisition, disposition, and recapitalization of institutional commercial real estate investments (both equity and debt investments).
  - In June 2021, completed the recapitalize and refinance of a 625,000 SF office complex in Irvine, CA. The transaction included redeeming the majority interest in the joint venture held by a domestic pension plan and recapitalizing it with a newly formed relationship with a global private equity firm and securing new bridge debt financing

Vice President | Asset Management – Downtown San Diego, CA **2015 – 2017**

- Directed all asset management related functions for a portfolio of high-rise office and retail assets totaling 1.5 million SF.
- Responsibilities included overseeing all leasing, property management, repositioning activities, construction management, marketing, loan administration, and all other asset management related functions.
  - Successfully leased over 450,000 SF and implemented over $30 million in base building repositioning improvements.

Associate | Asset Management & Acquisitions – Newport Beach, CA **2013 – 2015**

- Responsibilities included overseeing all leasing, property management, construction management, marketing, loan administration, and other asset management related functions for a high-rise office complex totaling 375,000 SF
  - Successfully executed an extensive repositioning program at 4000 MacArthur and leased over 220,000 SF.
- Performed various acquisition underwriting functions for West Coast acquisition prospects (both equity and debt).

WELLS FARGO BANK, N.A.

An international banking and financial services company (NYSE: WFC)

Vice President & Relationship Manager | Commercial Real Estate Group – Los Angeles, CA **2011 – 2013**

- Responsible for managing various institutional real estate lending relationships with loans totaling over $450 million.
- Accountable for actively sourcing, underwriting, structuring, and executing commercial real estate secured loans for a full range of commercial property types (multi-family, retail, office, industrial, residential development) and more specialized lending (including mortgage note financings, subscription lines of credit, and unsecured lines of credit).

Associate | Credit Management Training Program – San Francisco, CA **2011**

- Achieved a top tier performance rating for a 6-month advanced credit training program at Wells Fargo's Wholesale University, designed to enhance credit underwriting, relationship management, and business development skills.

Financial Analyst | Real Estate Banking Group – Los Angeles, CA **2008 – 2010**

- Collaborated with senior relationship managers in originating, underwriting, and monitoring commercial real estate secured loans throughout the nation, including sponsor level credit metrics and project level financials.

BARRATT AMERICAN, INC.

A Southern California based mixed-use developer and home builder (formerly a subsidiary of U.K. Based Barrat Group Plc).

Land Acquisitions Analyst | Barratt Property Holdings – Carlsbad, CA **2006 – 2008**

- Responsible for initiating and coordinating the acquisition/disposition of for-sale and for-rent residential real estate.
- Prepared, analyzed, and monitored financial models for asset holdings and potential acquisitions.

EDUCATION

UNIVERSITY OF SAN DIEGO | SCHOOL OF BUSINESS ADMINISTRATION **2002 – 2006**

- Bachelor of Business Administration, Business Economics
  - Graduated Magna cum Laude – GPA: 3.7 | Upper Division GPA: 3.9 | Scholar Athlete (Football)

CHARTERED FINANCIAL ANALYST INSTITUTE **2013 – PRESENT**

- Chartered Financial Analyst Program – CFA Charterholder

CERTIFICATIONS

CALIFORNIA DEPARTMENT OF REAL ESTATE - Licensed Real Estate Broker - California BRE #01842346

#15

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Page 1

Q1

Full Name:

Mo(Kevin) El-Ajouz

Q2

Indicate the name of the Committee you are interested in serving on:

Finance and Pension Advisory Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I wish to serve on the Finance and Pension Advisory Committee because I care about the long-term financial strength and stability of Costa Mesa. Since moving here and purchasing a home, I have become personally invested in the city's future and want to contribute in a meaningful way.

As a business owner, I have experience making financial decisions, managing operations, evaluating risk, and thinking strategically about long-term sustainability. My work requires budgeting, planning, problem-solving, and balancing short-term needs with long-term goals. I believe those skills would be valuable in reviewing issues related to the City's finances and pension obligations.

I would bring a practical, thoughtful, and financially disciplined perspective to the Committee, along with a genuine commitment to responsible stewardship of public resources and the future of the Costa Mesa community.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am most interested in projects and policies that promote long-term fiscal discipline, responsible pension management, and smart investment in the City's future. I care about ensuring Costa Mesa is budgeting conservatively, planning ahead for future obligations, and using public resources efficiently. I am also interested in how strong financial management can translate into real community benefits, including better infrastructure, safer public spaces, and services that enhance quality of life for residents and families. As a homeowner and business owner, I value financial stewardship, accountability, and making thoughtful decisions that protect both the City's long-term stability and the strength of the community.

Q5

Optional Resume:

MohammadElAjouz.Resume.2026.pdf (135.3KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Mohammad El-Ajouz

Mohammad Kevin El-Ajouz

[redacted]

Experience

Pacific Paper Corp. (Receipt Paper & Label Wholesale Company) La Verne, CA
Owner/Founder June 2022 - Present

- **Founded Pacific Paper** to create a vertically integrated supply model, purchasing paper and labels directly from the manufacturer (Pacific Coast Supplies) and delivering them to end customers, eliminating intermediaries and improving pricing control.
- Led end-to-end operations and full P&L ownership, making strategic decisions across pricing, supply chain, and regulatory compliance to scale the company to **eight-figure annual revenue.**
- Built and led a **5-person sales team**, driving high-volume B2B transactions and expanding national market presence through disciplined pipeline management and targeted outreach.
- Established Pacific Paper as a trusted supplier to leading grocery chains, including **Erewhon, Gelson's, Smart & Final, Northgate, Cardenas.**

Pacific Coast Supplies (Receipt Paper & Label Manufacturing Company) Los Angeles, CA
Chief Manager of Operations June 2017 - May 2022

- Executed day-to-day operations across finance, production, logistics, and workforce management for a manufacturing company with a **22-person team.**
- Designed and executed operational improvements that **increased production output by 35%** while reducing costs and improving process reliability.
- Supported company growth by implementing scalable systems across inventory management, scheduling, and internal reporting.

Daley Technology Systems (Marketing Firm) Los Angeles, CA
Marketing Coordinator September 2018 - May 2021

- Developed sales initiatives for multiple client accounts, supporting customer and brand growth.
- Managed and optimized client social media channels, driving **50%–300% increases in engagement**.

Education

California State Polytechnic University – Pomona Pomona, CA
Bachelor of Science in Business Administration – Entrepreneurship September 2017 - May 2021

- Demonstrated campus leadership through **entrepreneurial and business organizations (AMA)**, **founding fraternity membership**, and the **creation of a collegiate soccer club)**

Skills & Interests

Financial & Analytical Skills: Excel (pricing and margin models, inventory forecasting, sales commission structures, RFQ and logistics cost comparisons); P&L ownership and cash-flow forecasting; portfolio management and equity investing (personally managed portfolio >$250K)
Business Systems & Sales Operations: CRM and outbound sales systems (Pipedrive, ZoomInfo, SmartLead); Shopify (pricing, order management, inventory, and accounting)
Languages: English (Fluent); Arabic (Fluent — first language; used in customer and supplier negotiations)
Interests: Competitive chess (self-taught; tournament experience); classical and jazz piano (formal study for 2 years); soccer (founded and led a college club, organizing tournaments and watch events); global travel (36 countries); surfing, yoga, and running (recreational); community service (volunteer, SowingSeedsForLife food pantry)

#24

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, March 26, 2026 9:27:44 AM
Last Modified: Thursday, March 26, 2026 9:38:00 AM

[redacted]

Page 1

Q1

Full Name:

Luke Ziegenmeyer

Q2

Indicate the name of the Committee you are interested in serving on:

Finance and Pension Advisory Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

My wife and I have lived in Costa Mesa since 2018, and we love this city that our two young kids are now growing up in.

I have more than fifteen years of experience in financial strategy positions, including commercial banking and real estate lending. Throughout my career, I've held leadership roles that required strategic financial oversight, including companywide P&L management, revenue forecasting, and implementing financial controls to ensure sustained profitability. I believe that this professional experience will enable me to effectively evaluate and advise on financial decisions and budgeting for the City of Costa Mesa, within this role on the Finance and Pension Advisory Committee.

In addition, I have experience participating on several industry and nonprofit committees, including state and national advisory committees. This exposure has prepared me to be an effective contributor in these types of roles.

I am confident that my professional experience, as well as my time as a resident and homeowner in Costa Mesa, will allow me to contribute meaningfully to the Finance and Pension Advisory Committee. I am committed to helping ensure the City's continued financial health, effective budgeting and investing strategies.

LinkedIn Profile: https://www.linkedin.com/in/lziegenmeyer/

Q4

As a Committee member, what ideas or projects are of interest to you?

My interest in this role is the opportunity it provides me to assist my City in continuing to make financially prudent decisions that ensure the long-term financial health of Costa Mesa as a whole.

Q5

Respondent skipped this question

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

By checking this box and typing my name below, I am electronically signing my application.

Signature Required:

Q8

Full Name:

Luke Ziegenmeyer

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, March 03, 2026 10:14:17 AM
Last Modified: Tuesday, March 03, 2026 10:17:10 AM

[redacted]

Page 1

Q1

Full Name:

Eric Vu

Q2 **Finance and Pension Advisory Committee**

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I'm in the business of finance and investment advisory. I've helped my clients build their wealth. I have been doing this for 20 years and first started my career as an investment banker.

Q4

As a Committee member, what ideas or projects are of interest to you?

Finance and investments for the city's funds. I would like to part of the committee that provides advisory to the council on the investment funds to help grow the fund, be good stewards to the fund, and mitigate risks in any investments.

Q5 **Respondent skipped this question**

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Eric Vu

#18

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, March 16, 2026 9:03:50 PM
Last Modified: Monday, March 16, 2026 9:20:37 PM

[redacted]

Page 1

Q1

Full Name:

Maria Castellon

Q2

Indicate the name of the Committee you are interested in serving on:

Housing and Public Service Grants Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am interested in being of serve on the Housing and Public Service Grants Committee because I believe equitable access to housing and essential services are foundational to community stability and dignity. My background in community advocacy, including my service on the Pasadena Commission on the Status of Women, has strengthened my ability to analyze community needs, engage diverse stakeholders, and support resource allocation that centers those most impacted.
Also, as a graduate student in community development, I bring research, data analysis, and community-informed planning skills, along with lived experience navigating housing and economic challenges. I am especially committed to ensuring that funding decisions reflect equity, transparency, and the real needs of residents.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am especially interested in projects that expand access to stable housing while strengthening the support systems that help residents stay housed long term. This includes funding initiatives that connect housing with services such as mental health support, workforce development, and family assistance.

Q5

Optional Resume:

Maria_Castellon_Resume_CostaMesaCommission_2026.pdf (105.2KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Maria Guadalupe Castellon

María G. Castellón (she/her/ella)

Community Advocate | Public Policy Contributor | Equity-Focused Civic Leader

Equity-driven community leader and policy advocate committed to strengthening public systems through inclusive representation and community-informed decision-making. Experienced in civic engagement, public health outreach, program development, and advancing access to essential services for historically underserved communities. Brings lived experience, research-informed analysis, and collaborative leadership to advisory and commission spaces where thoughtful policy and ethical governance are essential.

CORE COMPETENCIES

Public Policy Analysis | Civic Engagement & Public Accountability | Community Representation & Stakeholder Collaboration | Equity & Systems Change | Program Evaluation & Data-Informed Decision Making | Public Health & Social Services Access |Bilingual Community Outreach | Strategic Communications

EDUCATION

University of California Santa Barbara
Santa Barbara, CA
Bachelor of Arts, Law and Society
Bachelor of Arts, Film Studies

California State University Northridge
Northridge, CA
Master of Arts, Diverse Community Development Leadership

PROFESSIONAL EXPERIENCE

Graduate Research and Capstone Project
Student Support Program Design and Evaluation | August 2024 - Present

- Developed a research-informed policy and program model addressing institutional barriers impacting older Latina and nontraditional students in higher education.
- Conducted extensive qualitative research and literature analysis to identify structural barriers affecting student persistence and access to essential support services.
- Developed a three-phase program model integrating student outreach, restorative dialogue facilitation, leadership development, and institutional collaboration.
- Created program assessment tools, evaluation methods, and measurable student learning outcomes to support continuous program improvement.
- Produced a comprehensive grant proposal including program budget, staffing plan, implementation strategy, and long-term sustainability framework.
- Designed outreach and communication strategies to increase student engagement and program awareness.
- Proposed partnerships with campus equity centers and student support offices to strengthen access to student resources.

City of Pasadena — Commission on the Status of Women
Commissioner | August 2023 – September 2025

- Advanced gender equity initiatives through policy review, research, and structured community listening sessions.
- Analyzed public reports and community data to develop informed recommendations to City Council.
- Facilitated public forums and strengthened civic participation among diverse stakeholders.
- Led outreach efforts expanding awareness of economic, healthcare, and leadership opportunities for women and girls.
- Collaborated with city departments and community organizations to support equitable policy implementation.
- Championed inclusive leadership and public accountability in local governance.

#22

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, March 20, 2026 1:49:37 PM
Last Modified: Friday, March 20, 2026 2:22:50 PM

[redacted]

Page 1

Q1

Full Name:

Syed Zia Hussain

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Active Transportation Committee,

Finance and Pension Advisory Committee,

Housing and Public Service Grants Committee,

Mobile Home Park Advisory Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have served as member of Mobile Housing Committee Costa Mesa for the past three years. Planning for master's in urban planning (Transportation). Working in Education field. Organized online international Research student seminar for the past three years with Malmo University, Sweden (Transport Dept) research topics cover sustainability, infrastructure, and transportation in California and Sweden. SCD-SEMINAR III https://www.youtube.com/watch?v=EMANNx3cnV8&t=10246s

Q4

As a Committee member, what ideas or projects are of interest to you?

I would like to support the committee in achieving its goals for the coming years. I would like to volunteer and actively participate in any possible way for the committee projects if required.

Q5

Optional Resume:

ESL-Teacher-CV.pdf (302.4KB)

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

Address 2:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Syed Zia Hussain

SYED ZIA HUSSAIN

Member of Mobile House Park Advisory Committee at City of Costa Mesa

[redacted]

Education

- **Bachelor of Science in Urban and Regional Planning**
  Sept 2019-May2025

Cal Poly Pomona, California, United States

- **Associate Degree in Architecture**
  Sept 2017-Sept2019

Orange Coast College. California, United States

- **Associate Degree in Event Management**
  Sept 2013- Sept2016

Orange Coast College. California, United States

Bachelors in Management
Sept 2008-Sept2010
Stenden University, Netherlands

Personality

Mysers-Briggs Type Indicator: ESFJ personality type: helpful, high value to harmony, close attention to people's needs, Committed, prefer closure, structure, organized situation, nurture warmth and compassion and contribute to others achievements and ESFJs are best in organizing people for a job done.

StrengthFrinder: EAS Highest themes are Enterprising, Artistic, Social, Investigative, Conventional, and Realistic and top four traits are Strategic: Theme creator in any given scenario, Positive: motivated and encouraging, Maximizer: Ability to transform superb results by placing right person for the right job, Communication: Easy, effective, thoughtful conversationalist, and presenter, Futuristic: Inspiring visions, unique tact to achieve outstanding goals.

Internationally experienced educator with 15+ years of teaching and youth program experience in schools, after-school programs, and community settings. TEFL-certified, with training in child development and project management. Skilled in engaging diverse learners and creating safe, inclusive learning environments.

Professional Milestones

- Serving **as Member of Mobile Housing Committee at City of Costa Mesa** (2024 to 2026)
- 5 years' experience in **teaching English to all grades** in "My Little World" Secondary school, Karachi, Pakistan.
- **Guest lecture to Art Therapy** undergraduate students at Stenden University, Leeuwarden, Netherlands.
- **Guest-taught classes in schools** across the Friesland province, delivering engaging lessons and supporting classroom learning, Netherlands.
- Worked **for kids development, activities and educations projects** with the city of San Clemente and City of Costa Mesa, California, USA.
- **Organized school level workshops** and activities for language students in Pakistan and Netherlands.
- Certificate **"Adult and Pediatric First Aid/CPR/AED"** American Red Cross.

- **Certifications**
  Essentials of Project Management – Coastline Community College 3 credit course.
- Events & Activities for Seniors - **Relias Learning Management System** (RLMS)
- Certificate in **"TEFL"** Teaching English as a Second Language
- IDTA: **Certificate in "International Dance Teacher Association**" (Gold Level)
- Certificate in **"Basics of Child Development & Wellbeing".**

Professional Summary

Program Lead (After-School Program)
Think Together at Vista Heritage Middle School. Santa Ana, CA. Jan 2026 - present
Supervise assigned grade students for their enrichment activity, homework, recreation, and lunch arrangements.

Instructional Provider (After-School Programs)
Creative Brains | Unified Santa Ana School District, CA Feb 2025 – Jan 2026
Deliver structured academic and enrichment lessons
Support student learning through interactive and activity-based instruction
Maintain positive classroom behavior and student engagement
Private Activity Vendor / Educator

Recreation Leader
City of Costa Mesa and City of San Clemente, CA Feb 2019-2024
Led safe, age appropriate activities for children

Supervised groups and promoted positive behaviour
Encouraged participation, teamwork, and creativity

Recreation Leader
Village Management Services (VMS), Laguna Woods, CA
Oct 2018 – Oct 2019
Supervised recreation venues and daily operations, providing customer service and supporting events through setup and breakdown.
Managed weekly event calendars and assisted with program registration, facility rentals, and event applications.
Conducted facility and equipment inspections, identified safety or maintenance issues, and submitted service requests as needed.

International Work Experience

Netherlands: 5 years of teaching experience with Parnas Arts Institutes at Leeuwarden Town, Netherlands. Even Coordinator and Radio Host for Expect-Leeuwarden Non-Profit Organization. And conducted a guest lecture to undergraduate students of Arts Therapy at Stenden University.

Pakistan: Teach all grades at My Little World Secondary school. Organized workshop for school children, title **"Promote English As Second Language".** Students were prepared to participate performances in English from a singing a song to presenting a story. Karachi, Pakistan.

California: Experience working for Recreational Dept programs and working as after-school Program Lead. And organize International Research Exchange seminar for the undergraduate students of urban planning between Malmo University Sweden and California for the past 3 years.

(All certificates and evidence can be provided on request)

#27

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, March 26, 2026 2:14:30 PM
Last Modified: Thursday, March 26, 2026 2:28:10 PM

[redacted]

Page 1

Q1

Full Name:

Andrew Kenny

Q2

Indicate the name of the Committee you are interested in serving on:

Housing and Public Service Grants Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am really passionate about increasing housing supply and affordability of general living costs, and would love to be able to be more connected to that cause in my immediate area. I spend a lot of my free time reading about it, talking to professionals who engage with it at different levels (mortgage originators, developers, lawyers, politicians, etc.) and that along with the developmental changes around it (public transit, general subjects of modern urbanism, etc.) is where I am aiming to make a career.

I have attended a large number of Costa Mesa housing meetings hosted by Neighbourhood Where We All Belong and Planning Committee meetings, and so I feel very up-to-date on where things are and where they are headed in the city.

There is no doubt that I lack firsthand professional experience though, and I would be remiss to mention that—nonetheless, I would really love to be more involved with these efforts locally and feel this is one such avenue I can do that.

Q4

As a Committee member, what ideas or projects are of interest to you?

Genuinely, anything related to increasing housing supply and affordability and renovating the urban and suburban environment(s) of Costa Mesa. I think that Costa Mesa is a nice location and area, but has a ways to go to becoming a truly excellent urban and suburban part of the county, state, and country.

Something I am very passionate about is re-zoning, as I believe that it's one of the biggest handicaps to developmental innovation. I am very aware of the obstacles in the way of those efforts and would love to be able to get more involved with paving that way forward. Mixed-use zoning and eventually more effective public transit in the more densely populated/visited areas really interests me, and I would love to try to find ways to balance that with people's desires to stay away from that in R1 suburbs so long as that's tenable with the longer term demographics of the city.

But truly, so many different pathways lead to what I am interested in contributing to. Higher density development also allows for more green space, more bike lanes and alternatives to car transit can lead to lower traffic, a single mixed-use area can be a "testing ground" of sorts for a broader scope of it: I am enthusiastic about progress, and I believe that progress and innovation have momentum, and I would really love to be a part of pushing that momentum forward.

Q5

Respondent skipped this question

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

Address 2:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

ANDREW KENNY

#26

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, March 26, 2026 1:23:47 PM
Last Modified: Thursday, March 26, 2026 1:47:52 PM

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Page 1

Q1

Full Name:

Michael Tou

Q2 **Housing and Public Service Grants Committee**

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I have proudly served on the Costa Mesa Housing and Public Service Grants Committee since 2022 and am committed to continuing this work for another term. My experience reviewing CDBG Public Service Grant applications and collaborating with fellow members has strengthened my ability to make thoughtful, equitable funding recommendations. I am dedicated to supporting programs that serve our most vulnerable residents and look forward to continuing to provide informed, community-focused guidance to the City Council.

Q4

As a Committee member, what ideas or projects are of interest to you?

I am interested in strengthening accountability by ensuring each grantee is evaluated through clear metrics and measurable outcomes. I also see opportunities for the City to better highlight funded programs, services, and the residents they serve to showcase impact. Over the past term, the Committee improved the grant application and rating process to better inform funding recommendations and prioritize organizations delivering meaningful results for our youth, seniors, and low-income families.

Q5 **Respondent skipped this question**

Optional Resume:

970

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Michael Tou

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, March 16, 2026 12:16:21 PM
Last Modified: Monday, March 16, 2026 12:21:42 PM

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Page 1

Q1

Full Name:

Katherine

Q2 **Housing and Public Service Grants Committee**

Indicate the name of the Committee you are interested in serving on:

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I think I am fair, diversified, snd care about many aspects of the city

Q4

As a Committee member, what ideas or projects are of interest to you?

None in particular.

Q5 **Respondent skipped this question**

Optional Resume:

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Katherine e stewart

#23

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, March 25, 2026 6:36:23 PM
Last Modified: Wednesday, March 25, 2026 6:40:24 PM

[redacted]

Page 1

Q1

Full Name:

Greg Pinney

Q2

Indicate the name of the Committee you are interested in serving on:

Animal Services Committee,

Active Transportation Committee,

Housing and Public Service Grants Committee

Q3

Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached.

I am a licensed realtor and life long Costa Mesa resident.

Q4

As a Committee member, what ideas or projects are of interest to you?

Real estate expansion, pet rules and regulations as well as traffic issues that face the city.

Q5

Optional Resume:

Respondent skipped this question

Q6

Contact Information:Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

Name:

Address:

Address 2:

City/Town:

ZIP/Postal Code:

Email Address:

Phone (cell):



Q7

Signature Required:

By checking this box and typing my name below, I am electronically signing my application.

Q8

Full Name:

Gregory Pinney

REC'D CLERKS OFFICE
MAR 26 '26 AM 7:57
via email gf.

City of Costa Mesa
Application for Committee Appointment

All information on this page only, is considered public information and will be released to the public, including being posted on the City's website.

Name: Jim Fitzpatrick - Solutioneer

Indicate the name of the Committee you are interested in serving on:

Mobile Home Park Advisory Committee-

independent citizens at-large with no affiliation or relationship with mobile home parks

City of Costa Mesa
77 Fair Drive, Costa Mesa, CA 92626

1. Indicate why you wish to serve on this Committee. Provide any experience or qualifications you may possess that you think would be beneficial to this Committee. A resume (optional) may be attached. (Note: All information contained on the resume is public information, will be distributed to the public and posted on the City's website).

As a long-time resident, I have been looking for meaningful ways to continue serving Costa Mesa, and this committee is a natural fit for my background and skills. As a former Chair of the Costa Mesa Planning Commission, I bring both leadership experience and a deep understanding of land use, local ordinances, and regulatory frameworks. As a former elected Director of the Costa Mesa Sanitary District and member of the Traffic Impact Fee Ad Hoc Committee, I have a track record of engaging complex policy issues with rigor and balance. I also bring strong relationships across the City — with Council, staff, commissions, residents, and the business community. As an independent citizen at-large, I have no affiliation with any mobile home park, which allows me to approach every issue with objectivity while remaining fully committed to finding practical, fair solutions for all parties involved.

2. As a Committee member, what ideas or projects are of interest to you?

My primary interests are ensuring the City's ordinances and regulations governing mobile home parks are clear, fair, and effective — and that they appropriately balance the legitimate interests of park owners, residents, and Costa Mesa taxpayers. I am drawn to the committee's role as a forum for honest, constructive dialogue, and I intend to bring a solution-focused approach to reviewing policy matters and any proposed regulatory changes that come before the committee.

Note: This contact information will not be posted on the City's website or distributed to the public. However, this information is still subject to release pursuant to the California Public Records Act.

3. Contact Information:

[redacted]

[X] By checking this box and typing my name below, I am electronically signing my application.

Signature: [redacted] Date: 3/25/2026

Please submit application by mail, email or bring to City Hall no later than 5 p.m. on Thursday, March 26, 2026. The appointments are tentatively scheduled for the April 7, 2026 City Council meeting.

Mailing Address:

City Clerk's Office
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
Phone: (714) 754-5225
Fax: (714) 754-4942
cityclerk@costamesaca.gov