



# **CITY OF COSTA MESA**

## **REGULAR CITY COUNCIL AND HOUSING AUTHORITY\***

### **Agenda**

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**Tuesday, December 2, 2025**

**6:00 PM**

**City Council Chambers  
77 Fair Drive**

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

Announcement:

Council Member Marr will be attending the meeting remotely via Zoom Webinar from:  
Hyatt House Arlington/Courthouse, 2401 Wilson Blvd. Arlington, VA 22201

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.

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](http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true) and online at [youtube.com/costamesatv](https://youtube.com/costamesatv).

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

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/89982812676?pwd=oX6BGzSScr92QUVyg1m0SN8HSTnoqj.1>

Or sign into Zoom.com and "Join a Meeting"

Enter Webinar ID: 899 8281 2676/ Password: 772583

- 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: 899 8281 2676/ Password: 772583

During the Public Comment Period, press \*9 to add yourself to the queue 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](mailto: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](mailto: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. The written 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](mailto: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](mailto: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.

Any supplemental documents related to agenda items that are prepared or provided by staff and distributed to a majority of the City Council after the agenda packet has been released will be made available for public inspection (GC §54957.5). These documents will be posted on the City's website and will also 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**

**DECEMBER 2, 2025 – 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**  
Interim 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:** None.

**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 Buley
2. Council Member Gameros
3. Council Member Marr
4. Council Member Reynolds
5. Council Member Pettis
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 25-597 ORDINANCES AND RESOLUTIONS\*\*](#)

RECOMMENDATION:

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

2. [\*\*READING FOLDER\*\*](#) [\*\*25-598\*\*](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Jonathan Barillas, Jeffrey Brian Magy, Kyle Samuelson.

3. **ADOPTION OF WARRANT RESOLUTION** **25-569**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2745.

**Attachments:** [1. Summary Check Registration 11-13-2025](#)

4. **REVIEW AND APPROVE RECOMMENDED CITY COUNCIL MEETING 25-554  
CALENDAR FOR 2026**

RECOMMENDATION:

Review and approve the proposed City Council Meeting Calendar for 2026.

5. **AUTHORIZE THE USE OF SOURCEWELL'S NATIONAL 25-570  
COOPERATIVE AGREEMENT WITH NATIONAL AUTO FLEET FOR  
THE PURCHASE OF EIGHT (8) ALLMAND PORTABLE LIGHT  
TOWERS**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the use of Sourcewell's Cooperative Agreement No. 091521-NAF with National Auto Fleet Group for the purchase of eight (8) Allmand GR Series portable light towers.
2. Authorize the City Manager to execute the necessary documents for the purchase in the amount of \$109,897 through National Auto Fleet Group located at 490 Auto Center Drive, Watsonville, CA 95076.

**Attachments:** [1. Sourcewell Quote](#)

6. [\*\*AUTHORIZE THE USE OF A COOPERATIVE AGREEMENT WITH 25-571  
LONG BEACH BMW FOR THE PURCHASE OF FOUR NEW 2026  
BMW R1300 RT-P POLICE MOTORCYCLES\*\*](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the purchase of four (4) new 2026 BMW R1300 RT-P police motorcycles based on pricing through a Goods Purchase Agreement between The City of San Bernardino and Long Beach BMW entered on June 25, 2025.
2. Authorize the City Manager to execute the necessary documents for the purchase in the amount of \$164,439 from Long Beach BMW Motorcycles located at 2125 E. Spring Street, Long Beach, CA 90806.

**Attachments:** [1. Agreement City of San Bernardino - Long Beach BMW 2025](#)  
[2. Bid Documents - Long Beach BMW 2025](#)

7. [\*\*MEASURE M2 EXPENDITURE REPORT\*\*](#) [\*\*25-587\*\*](#)

RECOMMENDATION:

Staff recommends that the City Council adopt the proposed Resolution No. 2025-xx, approving the Measure M2 Expenditure Report and authorize staff to submit the report to the Orange County Transportation Authority (OCTA).

**Attachments:** [1. Proposed Resolution](#)  
[2. M2 Expenditure Report](#)

8. **[FREEWAY MAINTENANCE AGREEMENT AND AGREEMENT FOR 25-588 SHARING COSTS OF STATE HIGHWAY ELECTRICAL FACILITIES](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve Freeway Maintenance Agreement between the State of California Department of Transportation (Caltrans) and the City of Costa Mesa for the I-405 Improvements Project.
2. Approve the Agreement for Sharing Costs of State Highway Electrical Facilities between Caltrans and the City of Costa Mesa.
3. Authorize staff to accept any minor amendments to the agreements based on final review by all parties and for the Mayor and City Clerk to execute final agreements.

**Attachments:** [1. Freeway Maintenance Agreement](#)  
[2. 1993 ECSA Agreement](#)  
[3. New ECSA Agreement](#)

9. **ADAMS AVENUE BICYCLE FACILITY PROJECT (FROM HARBOR 25-589 BOULEVARD TO FAIRVIEW ROAD), FEDERAL PROJECT NO. STPL-5312(108), CITY PROJECT NO. 25-11**

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt plans, specifications, and working details for the Adams Avenue Bicycle Facility Project (From Harbor Boulevard to Fairview Road), Federal Project No. STPL-5312(108), City Project No. 25-11, and find the project categorically exempt from CEQA.
2. Approve a Public Works Agreement (PWA) in the amount of \$2,268,636, and a ten percent (10%) contingency in the amount of \$226,864 to Excel Paving Company, 2230 Lemon Avenue, Long Beach CA 90806.
3. Approve a Professional Services Agreement (PSA) in the amount of \$241,374 and a ten percent (10%) contingency in the amount of \$24,137, to Z&K Consultants, Inc., 17130 Van Buren Blvd. #122, Riverside, CA 92504, for construction management and inspection support services for the Adams Avenue Bicycle Facility Project.
4. Authorize the City Manager and the City Clerk to execute the PWA and the PSA and any future amendments to the agreements within Council authorized limits.

**ENVIRONMENTAL DETERMINATION:**

The proposed project is exempt from the California Environmental Quality Act (CEQA). The project involves an organizational or administrative activity of government that will not result in direct or indirect physical change in the environment. The proposed project is categorically exempt under Section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities. A Notice of Exemption was prepared by City Staff, was posted to the Office of Planning and Research on August 3, 2023, and was filed and posted at the Orange County Clerk-Recorder Department on August 10, 2023.

The proposed project is categorically excluded from the National Environmental Policy Act (NEPA). Per the Code of Federal Regulations 23 CFR 771.117(c)(3), the construction of bicycle and pedestrian lanes, paths, and facilities are considered actions that meet the criteria for categorical exclusions from NEPA and are deemed to not have any significant environmental impacts. A Preliminary Environmental Study classifying the project as categorically excluded was submitted to the California Department of Transportation (Caltrans) on February 3, 2025. On March 20, 2025, Caltrans provided concurrence with the NEPA determination of Categorical Exclusion.



**Attachments:** [1. Bid Abstract](#)  
[2. PWA - Excel Paving](#)  
[3. PSA - Z&K Consultants](#)

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. [CONTINUATION REQUEST OF AN APPEAL OF THE PLANNING 25-604  
COMMISSION'S DECISION TO UPHOLD THE ECONOMIC AND  
DEVELOPMENT SERVICES DIRECTOR'S DECISION TO DENY A  
REASONABLE ACCOMMODATION REQUEST TO DEVIATE FROM  
CERTAIN REQUIREMENTS OF THE ZONING CODE TO OPERATE A  
SOBER LIVING HOME, OPERATED BY THE OHIO HOUSE AT 115  
EAST WILSON STREET, UNITS A THROUGH E](#)

RECOMMENDATION:

Staff recommends the City Council open the public hearing and continue the  
item to the February 3, 2026 meeting, pursuant to the applicants' request.

**Attachments:** [1. Continuation Request](#)

2. [\*\*PUBLIC HEARING REGARDING THE DEVELOPMENT IMPACT FEES 25-582  
ANNUAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025,  
AND THE TRAFFIC IMPACT FEE ANALYSIS\*\*](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file the Development Impact Fees Annual Report (Attachment 1) for the Fiscal Year ended June 30, 2025.
2. Adopt resolution (Attachment 2) continuing the citywide traffic impact fee for new development that incorporates recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:
  - Adopt a traffic impact fee of \$231 per Average Daily Trip (ADT) based on the Capital Improvement Projects in Attachment 4 and Active Transportation projects in the adopted Active Transportation Plan (ATP).
  - Approve allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.
  - Approve a five percent (5%) reduction in automobile trips as a result of ATP implementation and an additional five percent (5%) reduction in automobile trips for developments proposing to implement active transportation improvements beyond typical development requirements.

**Attachments:** [1. 2024-25 DIF Report](#)  
[2. Traffic Impact Fee Resolution](#)  
[3. Citywide Traffic Impact Fee Annual Report](#)  
[4. TIF Calculations](#)  
[5. Chronology of City Council Actions](#)

**OLD BUSINESS:**

1. [\*\*DRAFT FAIRVIEW PARK MASTER PLAN UPDATE: DISCUSSION 25-600 AND APPROVAL OF RECOMMENDATIONS\*\*](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Review and discuss the *Draft Fairview Park Master Plan Update* (Attachment 1) prepared by consultant Moore, Iacofano, Goltsman, Inc. (MIG); and
2. Provide direction on the Draft Fairview Park Master Plan Update for inclusion in the final Fairview Park Master Plan Update for adoption.

**Attachments:** [1. Draft Fairview Park Master Plan Update](#)  
[2. Fairview Park Master Plan Update Recommendations](#)

**NEW BUSINESS:**

1. [\*\*AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE 25-603 CITY OF NEWPORT BEACH FOR USE OF BEDS AT THE COSTA MESA BRIDGE SHELTER\*\*](#)

RECOMMENDATION:

Approve Amendment No. 2 (**Attachment 1**) to the Memorandum of Understanding with the City of Newport Beach, reducing their allocation of beds at the Costa Mesa Bridge Shelter from twenty-five (25) to twenty (20) and adjusting their associated costs, accordingly.

**Attachments:** [1. 2nd Amendment Newport Beach Shelter MOU](#)  
[2. Cost per Bed Analysis - FY 2025-26 Adopted Budget](#)

2. [\*\*PROVIDE DIRECTION TO STAFF TO EXPLORE TWO CITY BALLOT 25-583 INITIATIVES PERTAINING TO TRANSIENT OCCUPANCY TAX AND BUSINESS LICENSE TAX\*\*](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Provide direction to staff to explore placement of potentially two ballot initiatives in the November 2026 elections to consider an increase in the City of Costa Mesa's Transient Occupancy Tax (Hotel tax) and/or Business License Tax.

**Attachments:** [1. Nov 2026 Ballot Measure timeline 11 05 25](#)

3. [\*\*EMPLOYMENT AGREEMENT FOR CITY MANAGER\*\*](#) [\*\*25-596\*\*](#)

RECOMMENDATION:

Consider and approve the proposed agreement: (Attachment 1) with Cecilia Gallardo-Daly to serve as City Manager commencing December 2, 2025.

**Attachments:** [1. Employment Agreement](#)

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

**ADJOURNMENT**



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-597

**Meeting Date:** 12/2/2025

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**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.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-598

**Meeting Date:** 12/2/2025

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**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: Jonathan Barillas, Jeffrey Brian Magy, Kyle Samuelson.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-569

**Meeting Date:** 12/2/2025

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**TITLE:**

**ADOPTION OF WARRANT RESOLUTION**

**DEPARTMENT:** FINANCE DEPARTMENT

**PRESENTED BY:** CAROL MOLINA, FINANCE DIRECTOR

**CONTACT INFORMATION:** CAROL MOLINA, FINANCE DIRECTOR AT (714) 754-5243

**RECOMMENDATION:**

City Council approve Warrant Resolution No. 2745.

**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 \$1,251,381.86.

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0255514	11/10/2025	V	Ware Disposal Inc	0000000255	09/19/25	(2,867.36)
<i>Line Description:</i> did not received payment.						
TOTAL						(\$2,867.36)

864,070.98

0.00

(2,867.36)

390,178.24

\$ 1,251,381.86



City of Costa Mesa Accounts Payable  
CCM OVERFLOW CHECK LISTING

Bank: CITY  
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0256403	11/14/25	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
<b><u>TOTAL</u></b>					<b><u>0.00</u></b>

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256394	11/14/25	P	All City Management Services Inc	0000009480	16,848.29
			Line Description: School Xing Guard Svs		
0256395	11/14/25	P	County of Orange District Attys Office	0000003485	17,000.00
			Line Description: Money Seized-Narc investigatin		
0256396	11/14/25	P	LC Action Police Supply	0000005638	24,889.28
			Line Description: Firearm Accessories		
			Firearms Accessories		
0256397	11/14/25	P	Lexipol LLC	0000017141	29,016.70
			Line Description: Annual Jail Policy Manual & Da		
			Annual Law Enforcement Policy		
0256398	11/14/25	P	Lyons Security Service Inc	0000027168	23,436.00
			Line Description: Lions Pk Alarm Svc-Oct 2025		
0256399	11/14/25	P	Orange County Treasurer Tax Collector	0000003489	23,655.41
			Line Description: Parking Citation Sep 2025		
0256400	11/14/25	P	SCA of CA, LLC	0000029971	127,226.87
			Line Description: Pressure Wash 19th/Nwprt		
			Bus Shleter Pressure Wash		
			St Swpng Arterial & Resident		
0256401	11/14/25	P	Serving People In Need Inc	0000003992	29,518.49
			Line Description: No Fault Eviction May-Oct 25		
0256402	11/14/25	P	Southern California Edison Company	0000004088	215,606.83
			Line Description: 1990 Placentia 10/6-11/3/25		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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<i>Line Description:</i>					
Parks Maint Oct 25					
707 W 18th 10/7-11/4/25					
711 W 18th 10/7-11/4/25					
734 James 10/7-11/4/25					
740 James 10/7-11/4/25					
744 James 10/7-11/4/25					
745 W 18th 10/7-11/4/25					
2293 Canyon 10/7-11/4/25					
744 James A 9/8-10/6/25					
744 James A 10/7-11/4/25					
Sunflower/Plaza-Oct 25					
Loan8670-Sunflower/Plaza Oct25					
1587 Sunflower 10/8-11/5/25					
2590 Placentia B 10/7-11/4/25					
717&721 James 10/7-11/4/25					
Shalimar Park 10/8-11/5/25					
Joann St Bike Trail-Oct 25					
Signals Oct 25					
BCC 10/7-11/4/25					
350 Bristol 10/9-11/6/25					
1071 Arlington 10/9-11/6/25					
1050 Arlington A 10/9-11/6/25					
980 Arlington A 10/9-11/6/25					
980 Arlington C 10/9-11/6/25					
Vet Hall 10/7-11/4/25					
Fac & Equip Oct 25					
Street Lights Oct 25					
Loan8690 St Lights Oct 25					
Baker/Royal Palm Oct 25					
19th/Npt-Oct 25					
Npt/Baker-Oct 25					
SD Fwy On/Off-Oct 25					
1350 S-Coast 10/8-11/5/25					
567 W 18th 10/3-11/2/25					
745 W 19th 10/3-11/2/25					
Arlinton Ped X 10/9-11/6/25					
3175 Airway 10/9-11/6/25					
152 Baker 10/9-11/6/25					

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256404	11/14/25	P	Walk 'n Rollers	0000029782	27,448.01
		<i>Line Description:</i>	Bicycle Safety Ed Jan-Mar 2025 Bicycle Safety Ed Apr-Jun 2025		
0256405	11/14/25	P	West Coast Arborists Inc	0000004498	82,226.00
		<i>Line Description:</i>	Tree Maint Svc 10/1-10/15/25 Tree Maint Svc 10/16-10/31/25		
0256406	11/14/25	P	1592 Redlands Partners LLC	0000031615	3,500.00
		<i>Line Description:</i>	Refund Permit EENC-24-0809		
0256407	11/14/25	P	AT & T Mobility	0000001107	93.72
		<i>Line Description:</i>	Dispatch Cell 9/12-10/11/25		
0256408	11/14/25	P	AVNI Enterprises Inc	0000030676	3,071.25
		<i>Line Description:</i>	Parts for Fire Apparatus on an Leveling Valve, ALF Pressure Transducer		
0256409	11/14/25	P	AY Nursery	0000001142	4,639.71
		<i>Line Description:</i>	City Trees Purchases City Trees Purchases		
0256410	11/14/25	P	Abodu Inc	0000031604	500.00
		<i>Line Description:</i>	Refund Permit EENC-25-0166		
0256411	11/14/25	P	Agriserve Pest Control Inc	0000025268	1,946.04
		<i>Line Description:</i>	Plant Healthcare Svc-Vista Pk Plant Healthcare Svc-Lions Pk Plant Healthcare Svc-Lions Pk Plant Healthcare Svc-Vista Pk		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Plant Healthcare Svc Plant Healthcare Svc-Vista Pk Plant Healthcare Svc-Lion Pk		
0256412	11/14/25	P	Anomaly Squared	0000030491	1,223.46
			Line Description: Call Center Svs Oct 25		
0256413	11/14/25	P	Assoc of Energy Services Professionals	0000031625	750.00
			Line Description: Refund Rec Dep 2009273.002		
0256414	11/14/25	P	BCS Consultants	0000029856	394.61
			Line Description: Relocate Faceplate		
0256415	11/14/25	P	BHC Crane LLC	0000031602	1,000.00
			Line Description: Refun Permit EENC-25-0129		
0256416	11/14/25	P	Badge Frame Inc	0000031053	4,647.01
			Line Description: Artwork & Wapll Art		
0256417	11/14/25	P	Bound Tree Medical LLC	0000011695	12,334.97
			Line Description: EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies		
0256418	11/14/25	P	BrightView Landscape Services Inc	0000026055	13,912.72
			Line Description: Irrigation Install-Fairview Pk		
0256419	11/14/25	P	CBE	0000015149	1,731.44
			Line Description: CW-COPIER LEASE/MAINT OCT 25		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256420	11/14/25	P	CSG Consultants Inc	0000001887	264.27
			Line Description: Fire Plan Review-Sep 2025		
0256421	11/14/25	P	Caitlin Swigart	0000027887	100.00
			Line Description: Refund Rec Dep 2009270.002		
0256422	11/14/25	P	Ceranic Group	0000031600	3,000.00
			Line Description: Refund Permit EENC-24-0386		
0256423	11/14/25	P	Chad Engle	0000031318	-500.00
			Line Description: Refund Permit EENC-25-02194		
0256424	11/14/25	P	Cheryl Olive	0000030872	500.00
			Line Description: Refund Permit EENC-24-0668		
0256425	11/14/25	P	CityGreen Consulting, LLC	0000030471	5,597.50
			Line Description: SB1383 Prog-Oct 2025		
0256426	11/14/25	P	Continental Interpreting Services Inc	0000024355	700.00
			Line Description: Homeless Solution Mtng-10/15		
0256427	11/14/25	P	County of Orange	0000003486	3,279.00
			Line Description: AFIS Fees-Sept 2025		
0256428	11/14/25	P	Double R Development	0000031605	500.00
			Line Description: Refund Permit EENC-25-0480		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256429	11/14/25	P	Drake Construction Inc	0000031609	500.00
			Line Description: Refund Permit EENC-25-0322		
0256430	11/14/25	P	Eduardo Iniestra	0000029307	500.00
			Line Description: DJ Svcs - Barktoberfest		
0256431	11/14/25	P	Efficient Plumbing Inc	0000031603	500.00
			Line Description: Refund Permit EENC-25-0572		
0256432	11/14/25	P	Endemic Environmental Services Inc	0000021277	13,988.56
			Line Description: FVP Wetland Maint10/1-10/15/25		
0256433	11/14/25	P	Entenmann Rovin Company	0000002130	130.91
			Line Description: Name Bars		
0256434	11/14/25	P	Families Forward Inc	0000024105	4,627.47
			Line Description: Rental Assistance8/25-9/21/25		
0256435	11/14/25	P	Ferguson Enterprises Inc #1350	0000007785	1,096.28
			Line Description: Plumbing Supplies		
			Plumbing Supplies		
			Plumbing Supplies		
			Plumbing Supplies		
			Plumbing Supplies		
0256436	11/14/25	P	Fire Information Support Services Inc	0000006757	1,200.00
			Line Description: Incident Report Jul-Sep 2025		
0256437	11/14/25	P	FleetPride Heavy Duty Parts & Service	0000030911	42.63
			Line Description: HCV Linkage		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256438	11/14/25	P	Ford Fleet Care	0000026262	2,483.76
			Line Description: Parts-October 25		
0256439	11/14/25	P	Galls LLC	0000002297	6,236.86
			Line Description: Safety Vest-Deak		
			Safety Vest-Martinez		
			Fire Uniform		
			Staff Uniform		
			Fire Uniform		
			Fire Uniform		
			Fire Uniform		
			Fire Uniform		
			Safety Vest-Viillanueva		
			Fire Uniform		
			Uniforms-Gomez		
			Safety Vest-Savengrith		
0256440	11/14/25	P	Geometric Concrete Construction	0000031607	500.00
			Line Description: Refund Permit EENC-24-0806		
0256441	11/14/25	P	Gerber Concrete Services Inc	0000031613	3,500.00
			Line Description: Refund Permit EENC-25-0216		
0256442	11/14/25	P	Grainger	0000002393	856.61
			Line Description: Hardware		
			Brass Swivel, O-Ring		
0256443	11/14/25	P	Grizzle Construction Services inc	0000031608	2,000.00
			Line Description: Refund Permit EENC-24-0769		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256444	11/14/25	P	Hahn Marroco	0000031624	100.00
			Line Description: Refund Rec Dep 2009271.002		
0256445	11/14/25	P	ITZEN Architects Inc	0000030962	10,566.25
			Line Description: CommunicationCntr 9/1-10/15/25		
0256446	11/14/25	P	Intelinet Incorporated	0000031513	4,763.09
			Line Description: Replace Electric Outlets		
0256447	11/14/25	P	Irvine Ranch Water District	0000005112	938.13
			Line Description: 220 23rd 10/7-11/5/25		
			170 Del Mar 10/7-11/5/25		
			106 Del Mar 10/7-11/5/25		
			2603 Elden 10/7-11/5/25		
			261 Monte Vista 10/7-11/5/25		
			258 Brentwood 10/7-11/5/25		
			308 University 10/7-11/5/25		
0256448	11/14/25	P	James Snordan	0000029974	140.00
			Line Description: Basketball Referee 11/5/25		
0256449	11/14/25	P	Jennifer W Harrison	0000029300	2,250.00
			Line Description: Snoopy House Custom Artworks		
0256450	11/14/25	P	John Curci	0000031226	1,000.00
			Line Description: Refund Permit EENC-25-0650		
0256451	11/14/25	P	Johnson Controls Fire Protection LP	0000026089	1,137.86
			Line Description: Service Call-PD		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256452	11/14/25	P	Kevin Stockdale	0000031626	500.00
			Line Description: Refund Rec Dep 2009272.002		
0256453	11/14/25	P	LEAF PRIOR BILLED BY FLOWATER	0000029719	106.68
			Line Description: Water Filtration System & Filt		
0256454	11/14/25	P	Made Building Company LLC	0000031623	7,000.00
			Line Description: Refund Permit EENC-25-0411		
0256455	11/14/25	P	Maintex Inc	0000014836	2,314.31
			Line Description: Janitorial Trash Liners - Ware		
0256456	11/14/25	P	Marlin Leasing Corporation	0000031369	3,935.76
			Line Description: Copier Lease-Nov 25		
0256457	11/14/25	P	Mars Hill Studio	0000012393	2,500.00
			Line Description: Refund Permit EENC-24-0741		
0256458	11/14/25	P	Mesa Smog	0000020735	150.00
			Line Description: Smog-Unit #763		
			Smog-Unit #765		
			Smog-Unit #717		
0256459	11/14/25	P	Michael E Raneses	0000027496	900.00
			Line Description: Animal Svc Hearing-Sep/Oct 25		
0256460	11/14/25	P	Nathanael Kazas	0000031628	1,000.00
			Line Description: Refund Permit EENC-25-0031		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256461	11/14/25	P	National Data & Surveying Services	0000021249	420.00
			Line Description: Volume & Speed Traffic Counts Volume&Speed Traffic Counts		
0256462	11/14/25	P	Nicole Weinstein	0000031627	552.00
			Line Description: Reimb Vehicle Impound Fees		
0256463	11/14/25	P	Nutrien AG Solutions Inc	0000026392	11,063.58
			Line Description: Sports Fields Chemicals Sports Fields Chemicals		
0256464	11/14/25	P	O Neil Storage	0000018395	137.63
			Line Description: Offsite Records Storage-Oct 25		
0256465	11/14/25	P	Orange County Dept of Education	0000000442	500.00
			Line Description: Refun Rec Dep 2009274.002		
0256466	11/14/25	P	Pipe It Right Plumbing Inc	0000031614	1,000.00
			Line Description: Refund Permit EENC-25-0066		
0256467	11/14/25	P	Prudential Overall Supply	0000025480	3,264.22
			Line Description: Fleet Uniforms-Aug 2025 Facilities Uniforms-Sep 2025 Warehouse Uniforms-Sep 2025 Streets Uniforms-Sep 2025 Fleet Towel Svc-Sep 2025 Parks Uniforms-Sep 2025 Fleet Uniforms-Sep 2025 Facilities Uniforms-Oct 2025 Warehouse Uniforms-Oct 2025 Streets Uniforms-Oct 2025 Fleet Towel Svc-oct 2025		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Parks Uniforms-Oct 2025 Fleet Uniforms-Oct 2025 Towel Services Sep 2025 Parks Uniforms-Aug 2025 Facilities Uniforms-Aug 2025 Warehouse Uniforms-Aug 2025 Streets Uniforms-Aug 2025 Fleet Towel Svc-Aug 2025		
0256468	11/14/25	P	Quinn Company	0000023844	5,833.23
			<i>Line Description:</i> 133-FS#6 EmergNC Generator Svc		
0256469	11/14/25	P	Quoc Dung Ha	0000031610	1,500.00
			<i>Line Description:</i> Refund Permit EENC-24-0536		
0256470	11/14/25	P	Rafael Rodriguez	0000031018	140.00
			<i>Line Description:</i> Basektball Referee 11/5/25		
0256471	11/14/25	P	Renewell Fleet Services LLC	0000031060	546.49
			<i>Line Description:</i> Stock-Tag No. 5 PS Disc Stock-Bezels, Exhaust Clamp		
0256472	11/14/25	P	Roadline Products Inc USA	0000003830	999.71
			<i>Line Description:</i> Paint Stencils		
0256473	11/14/25	P	Rooter Hero Plumbing	0000025916	1,000.00
			<i>Line Description:</i> Refund Permit EENC-24-0776		
0256474	11/14/25	P	Ruby Wilbur	0000031612	3,500.00
			<i>Line Description:</i> Refund Permit EENC-25-0634		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256475	11/14/25	P	Siemens Industry Inc	0000002904	945.00
			Line Description: Equipment Repair		
0256476	11/14/25	P	Signature Glass Tinting Inc	0000031085	310.00
			Line Description: Window Tint Svc-Unit #762		
0256477	11/14/25	P	Southern California Shredding Inc	0000025605	245.00
			Line Description: On-Site Shredding Services		
			On-Site Shredding Services		
			On-Site Shredding Svc-Oct 25		
0256478	11/14/25	P	Stancil Corporation	0000021230	5,688.00
			Line Description: Maintenance for Stancil Voice		
0256479	11/14/25	P	State of California Dept of Justice	0000001534	539.00
			Line Description: Livescan/Fingerprinting Servic		
0256480	11/14/25	P	Sunset Detectives	0000026756	3,000.00
			Line Description: Background Investigations		
0256481	11/14/25	P	Switzer Assoc Leadership Solutions	0000029731	475.00
			Line Description: Executive Coaching Session		
0256482	11/14/25	P	Tara Vavere	0000031616	4,000.00
			Line Description: Refund Permit-EENC-24-0905		
0256483	11/14/25	P	The Ralph Hernandez Company Inc	0000031606	500.00
			Line Description: Refund Permit EENC-25-0256		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256484	11/14/25	P	Thomas J Broxtermann PhD	0000031054	150.00
			Line Description: Post Traumatic Stress Disorder		
0256485	11/14/25	P	Tobin Brinker	0000030400	3,500.00
			Line Description: Refund Permit EENC-24-0572		
0256486	11/14/25	P	Trauma Intervention Programs Inc	0000005670	14,386.00
			Line Description: Trauma Intervention Prog		
0256487	11/14/25	P	Troy Gianerakis	0000031611	2,500.00
			Line Description: Refund Permit EENC-24-0056		
0256488	11/14/25	P	US Bank	0000002228	7,553.40
			Line Description: Payroll 25-22		
0256489	11/14/25	P	UniFirst Holdings Inc	0000030616	77.94
			Line Description: Bridge Shelter Walk Off Mats		
0256490	11/14/25	P	United Rentals (North America), Inc	0000010121	330.19
			Line Description: Concrete Mixer Rental		
0256491	11/14/25	P	Verified First LLC	0000027240	20.00
			Line Description: Pre-Employment Credit Checks		
0256492	11/14/25	P	Versatile Information Products Inc	0000013255	3,829.00
			Line Description: FUSION VOICE SERVER SOFTWARE		
0256493	11/14/25	P	Vistify, Inc	0000031374	180.00
			Line Description: Digital Graphic Design-Feb 25		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0256494	11/14/25	P	Ware Disposal Inc	0000000255	9,082.20
		Line Description:	James St-Sep 25/Replce #255514 Bulk Items Pickup-Nov 2025		
0256495	11/14/25	P	Waterline Technologies Inc	0000014520	378.09
		Line Description:	DRC Pool Treatment		
0256496	11/14/25	P	Well Done Building & Design	0000030891	1,000.00
		Line Description:	Refund Permit EENC-25-0341		
0256497	11/14/25	P	West Coast Mobile Home Improvement	0000031014	14,862.00
		Line Description:	Rehab Grant-1973 Newport SP19		
0256498	11/14/25	P	Williams Data Management	0000018803	540.56
		Line Description:	DATA STORAGE OCT 25		
0256499	11/14/25	P	Woodman Telecomm Group	0000031601	1,000.00
		Line Description:	Refund Permit EENC-25-0155		
TOTAL					\$864,070.98

Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021058	11/14/25	P	CDW Government Inc	0000005402	99,285.35
		<i>Line Description:</i>	SALES TAX (7.75%) APC UPS NETWORK MGMT CARD 3 APC SMART-UPS X 120V EXTERNAL SALES TAX (7.75%) APC SMART-UPS X2000VA RACKMOUN VMWARE VSPHERE FOUNDATION Printer ABSOLUTE SECURE ACCESS EDGE LI Scanner & Printer		
021059	11/14/25	P	Delcie Hynes	0000030712	255.00
		<i>Line Description:</i>	Intl Assc Emergency Mgr Cof		
021060	11/14/25	P	Dustin Fay	0000027733	129.00
		<i>Line Description:</i>	Adv Rifle Instructor		
021061	11/14/25	P	Enterprise Rent A Car	0000002131	9,879.21
		<i>Line Description:</i>	Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental Undercover Car Rental		
021062	11/14/25	P	Eric Montgomery	0000016606	1,500.00
		<i>Line Description:</i>	Tuition Reimb 2025-26		
021063	11/14/25	P	Fanni Acosta	0000029434	487.05
		<i>Line Description:</i>	CalPERS Conf		



Bank: DDP1  
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021064	11/14/25	P	Guyon Foxwell	0000029370	387.00
			Line Description: Sexual Assault Investigations		
021065	11/14/25	P	Hadassa Jakher	0000027353	1,300.00
			Line Description: Executive Prof Dev Reimb 25-26		
021066	11/14/25	P	Jennifer Sommers	0000021555	740.10
			Line Description: CalPERS Conf		
021067	11/14/25	P	Marie Thompson	0000000038	322.05
			Line Description: Replace Check #020769		
021068	11/14/25	P	Ryan Meadors	0000030129	305.00
			Line Description: Fire Inspector 1		
021069	11/14/25	P	Travel Costa Mesa	0000024750	275,588.48
			Line Description: BIA Oct 2025		
TOTAL					\$390,178.24



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-554

**Meeting Date:** 12/2/2025

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**TITLE:**

**REVIEW AND APPROVE RECOMMENDED CITY COUNCIL MEETING CALENDAR FOR 2026**

**DEPARTMENT:** CITY MANAGER'S OFFICE /CITY CLERK DIVISION

**PRESENTED BY:** BRENDA GREEN, CITY CLERK

**CONTACT INFORMATION:** BRENDA GREEN, CITY CLERK, (714) 754-5221

**RECOMMENDATION:**

Review and approve the proposed City Council Meeting Calendar for 2026.

**BACKGROUND:**

The City holds regular City Council meetings on the first and third Tuesday of each month, and Study Session meeting on the second Tuesday of each month as needed. In accordance with Council direction from the June 7, 2016, meeting, the City Council does not meet on the third Tuesday in August. Additionally, per Resolution 05-8, no meeting is held on the third Tuesday in December.

**ANALYSIS:**

The City Council has the legal authority to establish meeting dates and times and to cancel or reschedule such meetings with proper and timely public notice. The January 6, 2026, regular meeting follows the holidays and the closure of City Hall from Wednesday, December 24, 2025 through Friday, January 2, 2026. It is recommended that the January 6, 2026, regular City Council meeting be canceled due to the closure. Additionally, the regularly scheduled meeting on Tuesday, November 3, 2026, falls on Election Day. Canceling both the January 6<sup>th</sup> and November 3<sup>rd</sup> meetings in advance allows time for proper public noticing and placement of items on other agendas.

The proposed 2026 City Council meeting calendar is as follows:

- January 20, 2026
- February 3, 2026
- February 17, 2026
- March 3, 2026
- March 17, 2026
- April 7, 2026
- April 21, 2026
- May 5, 2026
- May 19, 2026
- June 2, 2026

- June 16, 2026
- July 7, 2026
- July 21, 2026
- August 4, 2026
- September 1, 2026
- September 15, 2026
- October 6, 2026
- October 20, 2026
- November 17, 2026
- December 1, 2026

**ALTERNATIVES:**

The City Council may choose to hold the meeting on January 6, 2026; however, this action is not recommended due to the holiday closure and limited staff resources. Additionally, the City Council may choose to hold the meeting of Tuesday, November 3, 2026; however, this action is not recommended as many residents may not be in attendance due to Election Day priorities.

**FISCAL REVIEW:**

There is no fiscal impact to this agenda item.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the report and approved as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item is administrative in nature.

**CONCLUSION:**

Review and approve the recommended City Council Meeting Calendar for 2026.



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 25-570

**Meeting Date:** 12/2/2025

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**TITLE:**

**AUTHORIZE THE USE OF SOURCEWELL'S NATIONAL COOPERATIVE AGREEMENT WITH NATIONAL AUTO FLEET FOR THE PURCHASE OF EIGHT (8) ALLMAND PORTABLE LIGHT TOWERS**

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT/MAINTENANCE SERVICES DIVISION

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

**CONTACT INFORMATION:** ROBERT RYAN, MAINTENANCE SERVICES MANAGER (714)  
327-7499

**RECOMMENDATION:**

Staff recommends the City Council:

1. Authorize the use of Sourcewell's Cooperative Agreement No. 091521-NAF with National Auto Fleet Group for the purchase of eight (8) Allmand GR Series portable light towers.
2. Authorize the City Manager to execute the necessary documents for the purchase in the amount of \$109,897 through National Auto Fleet Group located at 490 Auto Center Drive, Watsonville, CA 95076.

**BACKGROUND:**

The use of portable lights has been a continued necessity for the City to conduct youth programs and special events throughout the year. Staff provides portable light towers to several parks and recreational areas throughout the City for sporting activities and special events. The Public Works Department is responsible for maintaining an existing fleet of forty-eight (48) light towers.

Consistent with past practices, new and/or replacement vehicle and equipment requests are evaluated during the annual budget process along with Equipment Maintenance staff recommendations. The Parks and Community Services Department has identified the need for additional units at multiple field locations throughout the City.

**ANALYSIS:**

Many of the City-owned portable light towers are older models that have been discontinued, and acquiring parts and support services is challenging and will continue to be. Five (5) units are in poor condition due to their high exposure to weather elements and should be replaced (unit numbers 367, 368, 369, 371, and 375). In addition to the five (5) units, the Parks and Community Services Department identified the need for three (3) additional units.

The procurement of eight (8) portable light towers will enhance the City's fleet and improve the reliability of lighting for facilities and fields used during City recreational events. The Allmand GR Series portable light towers represent the most cost-effective option for replacement and are consistent with the newer units currently owned by the City.

Without access to portable light towers, the City would not be able to provide the necessary lighting and safety for the community participating in youth programs throughout the year. To meet current and future demands in an efficient and fiscally prudent manner, staff requests the approval for the purchase of portable light towers.

Purchasing these eight (8) Allmand GR Series portable light towers through Sourcewell meets all requirements set forth in the City of Costa Mesa's Purchasing Policy and all requirements set forth by the State of California regarding regional cooperative purchasing agreements. This process confirms that the City continues to receive the lowest available pricing and meets the competitive bid process requirements. The City has utilized Sourcewell successfully for several previous related purchases. The Sourcewell purchase quote of \$109,897 includes all parts and equipment for the procurement and delivery (Attachment 1).

#### **ALTERNATIVES:**

One alternative is to not use the Cooperative Agreement and go through a procurement process. This will require staff to initiate a formal bidding process, which will take significantly more time to complete, and may not result in lower prices than the proposed Sourcewell pricing.

#### **FISCAL REVIEW:**

The budget for the replacement of five (5) existing light towers and purchase of three (3) new light towers is included in the City's Fiscal Year 2025-26 Adopted Budget in the Equipment Replacement Fund (Fund 601).

#### **LEGAL REVIEW:**

The City Attorney's Office has reviewed this 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.

#### **CONCLUSION:**

Staff recommends the City Council:

1. Authorize the use of Sourcewell's Cooperative Agreement No. 091521-NAF with National Auto Fleet Group for the purchase of eight (8) Allmand GR Series portable light towers.
2. Authorize the City Manager to execute the necessary documents for the purchase in the amount of \$109,897 through National Auto Fleet Group located at 490 Auto Center Drive, Watsonville, CA 95076.



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

R:10/22/2025

Quote ID: **30850RL R1**

Mr Ruben Salas

City of Costa Mesa

Fleet Maintenance Supervisor

Costa Mesa, California, 92626

Dear Mr Ruben Salas,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration.

Eight (8) New/Unused (Allmand GR Series Light Towers pkg ) and delivered to your department yard, each for

One Unit		Extended Unit's (8)
Subtotal	\$12,430.00	\$99,440.00
Tax (7.7500 %)	\$963.32	\$7,706.60
Transportation	\$343.75	\$2,750.00
Total	\$13,737.07	\$109,896.60

- per the attached specifications.

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
National Fleet Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572



## **Purchase Order Instructions & Resources**

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

**We will send a courtesy confirmation for your order and a W-9 if needed.**

### **Additional Resources**

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

# **1-855-289-6572**



www.powertriprentals.com

**Rented from**

2501 Orange Ave  
Signal Hill, CA 90755

562-606-2727 Phone

**Customer #: 7108**

NATIONAL AUTO FLEET GROUP  
490 AUTO CENTER DR  
WATSONVILLE, CA 95076

Phone 855-289-6572

**Remit To:**

2501 ORANGE AVE  
SIGNAL HILL, CA 90755  
855-797-8747 Phone

**Status: Quote**

Quote #: q16043-1

Quoted: Mon 1/20/2025 9:00AM  
Billed Thru: Mon 1/20/2025  
Job Loc:  
Job No: Pending  
Ordered By: Randy Lester  
Terms: Net 30  
Operator: Rick Meier  
Job Descr: Costa Mesa  
PO #: Pending

**Sales Rep: RICK**

One Week Lead Time-----  
Sale Of New Equipment  
Allmand GR Series Light Towers  
White Paint  
Kubota Z482 Engine  
Linz Generator  
360 Watt LED  
-----

Qty	Key	Items Sold	Status	Each	Price
16	.ALLMAND GR SE-1	ALLMAND GR SERIES	Retail	\$11,300.00	\$180,800.00
1	.FREIGHT-1	FREIGHT	Retail	\$5,500.00	\$5,500.00

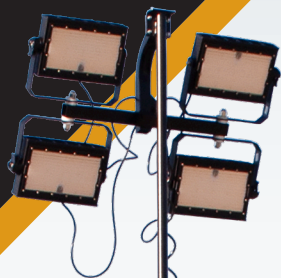
**Quote valid for 30 days.**

Please send payment remittances to:  
Routing: 322271627 Checking: 516105159



Signature: \_\_\_\_\_  
NATIONAL AUTO FLEET GROUP

Sales:	\$186,300.00
Subtotal:	\$186,300.00
Total:	\$186,300.00
Paid:	\$0.00
Amount Due:	\$186,300.00

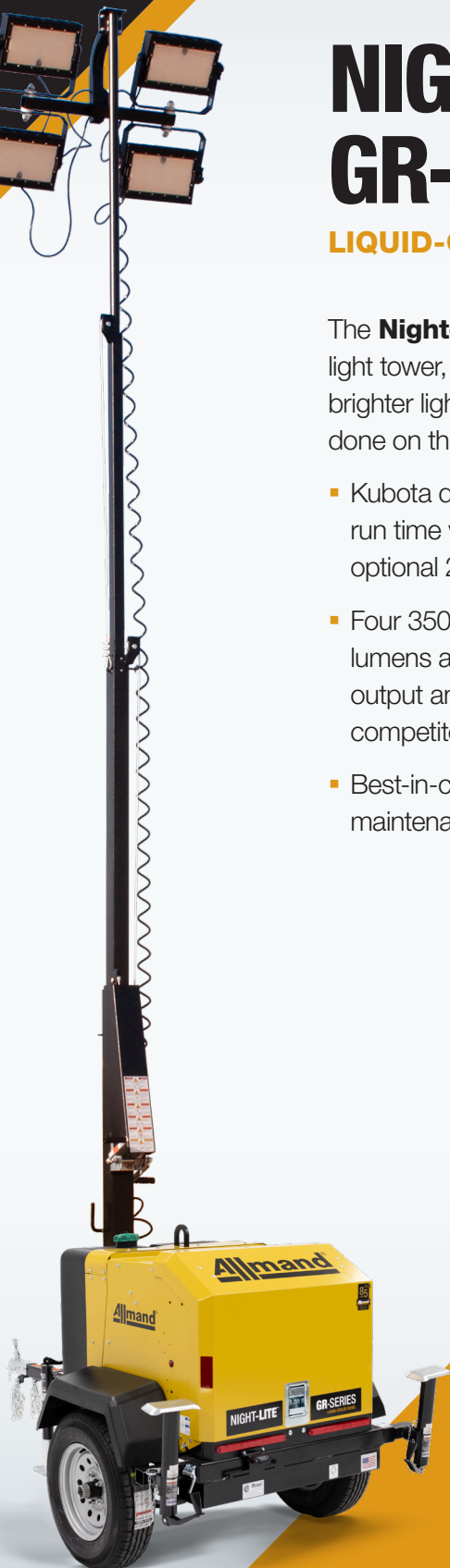


## NIGHT-LITE™ GR-SERIES

### LIQUID-COOLED 3kW

The **Night-Lite™ GR-Series Liquid-Cooled 3kW** light tower, your compact workhorse for better efficiency, brighter light, and longer run times — so you get more done on the jobsite.

- Kubota diesel engine with 63-gallon fuel tank: 313-hour run time with 350-watt lights; 360-hour run time with optional 250-watt lights.
- Four 350-watt LED fixtures produce 228,560 total lumens and 45,000 ft² area at 0.5 ft-c: 22% more lumen output and 19,400 ft² more light area than the leading competitor.
- Best-in-class 1,000-hour oil change interval: lower maintenance expenses.



# KEY FEATURES

## Night-Lite GR-Series Liquid-Cooled 3kW

**(4) 350W SMD Style LED Light Fixtures** (Standard)

**(4) 250W SMD Style LED Light Fixtures** (Optional)

**Mast**  
Flexible lighting with a vertical mast extending to 23 feet (7 meters)

**60 MPH (96 km/h) Operating Wind Speed Rating**

**Vertical Tower**  
Easy to raise and lower with a dual-handle manual winch

**355 Degree Rotation**  
Increase flexibility in light spread

**Up to 313 Hour Run Time**  
with 350 watt LED (Standard);  
Up to 360 Hour Run Time  
with 250 watt LED (Optional)

**Fuel Tank**  
63 gallon (238 liter)  
fuel tank extends operation

**Foldable Tongue**  
Takes up less space on the job-site and in your yard

**Standard Trailer Coupler 2" Ball**

**Stabilizers**  
Steel tongue jack foldable with dual pins, 3 point outriggers

**Heavy-duty Leveling Jacks**

**Max Height**  
23 ft 0.0 in (7,010 mm)  
**Height**  
Transport Position  
98.5 in (2,502 mm)

**Deep Sea L401 Controller\***  
Low Fuel Level Shutdown  
Fuel Level Reading

**Liquid-Cooled Engine**

**Service Interval**  
1000 hour oil change interval

**Lifting Eye**

**Max Width**  
98.0 in (2,489 mm)

**Width**  
Transport Position  
50.5 in (1,283 mm)

**Length**  
82.5 in (2096 mm)

**Operating Temperatures**  
Max: 120°F (49°C)  
Min: -40°F (-40°C)  
(Arctic Package required)

**CSA Approved**

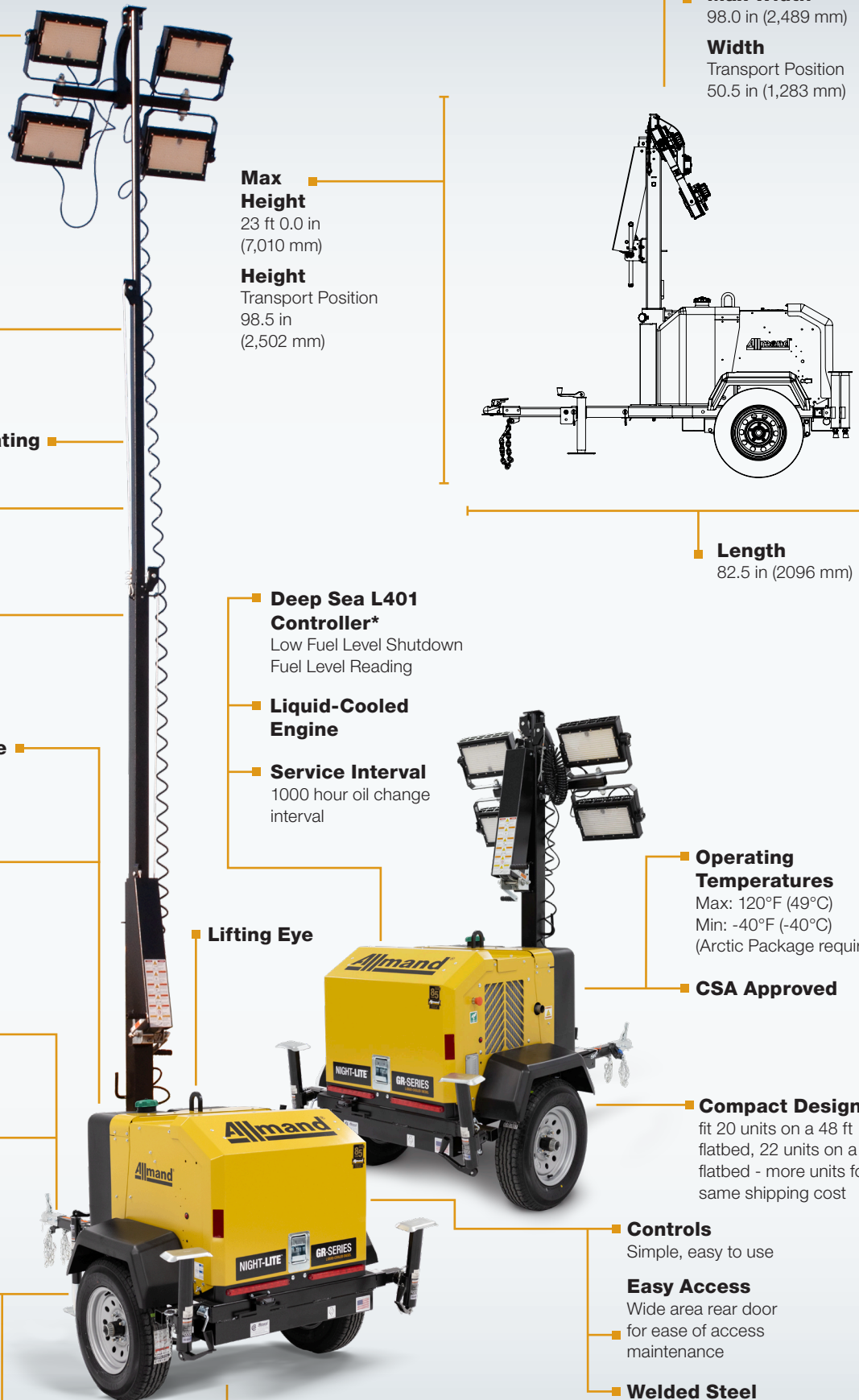
**Compact Design**  
fit 20 units on a 48 ft flatbed, 22 units on a 53 ft flatbed - more units for the same shipping cost

**Controls**  
Simple, easy to use

**Easy Access**  
Wide area rear door  
for ease of access maintenance

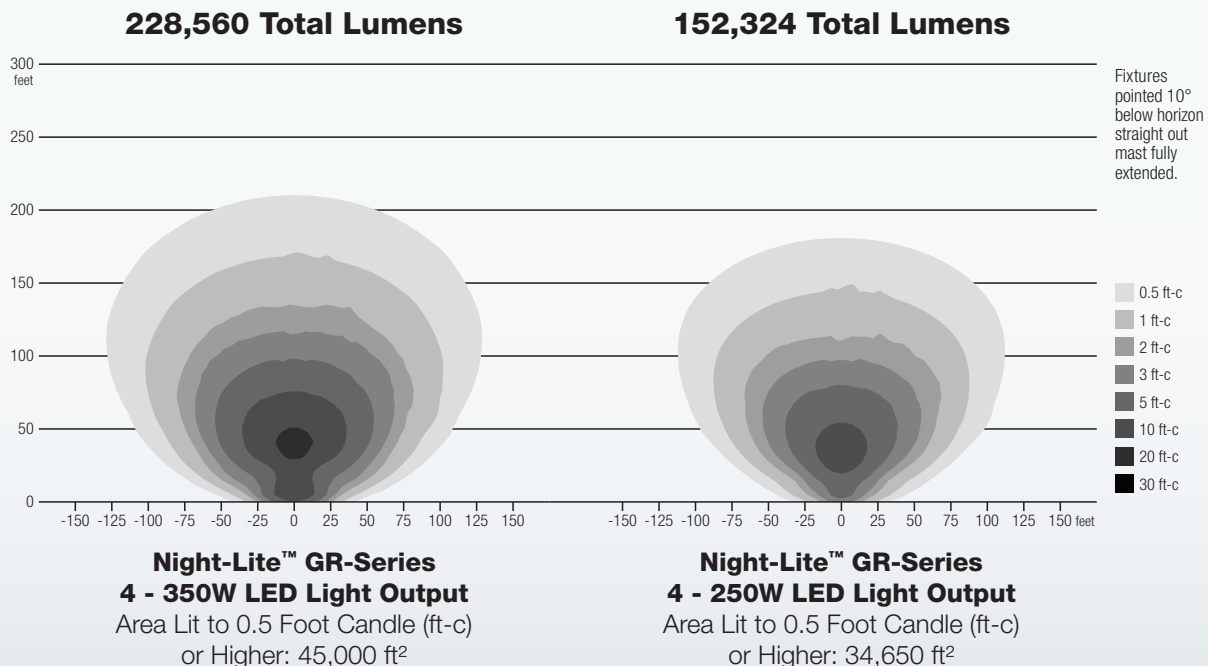
**Welded Steel Frame with Lockable Door**

**Forklift Pockets**  
easily load and unload equipment



Model	NLGR LC3kW
Liquid-Cooled Engine Brand / Model	Kubota Z482
Estimated Engine Prime Power (kW)**	3
Fuel Capacity - gal (L)	63 (238)
Horsepower (@ 1,800 RPM) ***	5.1
Engine Tier	Tier 4 Final
<b>Light Type – LED</b>	
LED Wattage	350 W
Light Output - Per Lamp (Lumens)	57,140
Lumens Total	228,560
LED Wattage	250 W
Light Output - Per Lamp (Lumens)	38,081
Lumens Total	152,324
Operating Time (Hrs) 250 W LED	360
Operating Time (Hrs) 350 W LED	313
Estimated LED Life (hrs) **	50,000
<b>Features</b>	
Outlets	Outlet - Single 120V / 20A GFI
<b>Weights &amp; Shipping</b>	
Shipping Weight (No Fuel) - lbs (kg)	1,200 (544)
Net Weight (Dry) - lbs (kg)	1,155 (524)
Net Weight (Wet) - lbs (kg)	1,580 (717)
Number of Units on 48' Flatbed	20
Number of Units on 53' Flatbed	22

## LIGHT COVERAGE



## OPTIONS

### Night-Lite GR-Series Liquid-Cooled 3kW

**Arctic Package** (includes 120V immersion style block heater & HD battery)

**Heated Fuel-Water Separator**

**250W LED Lights**

**LED Diffuser Panels**

**Custom Paint**

**Telematics Package** (customer supplied – standard factory lead time for design)

**Galvanized Tower**

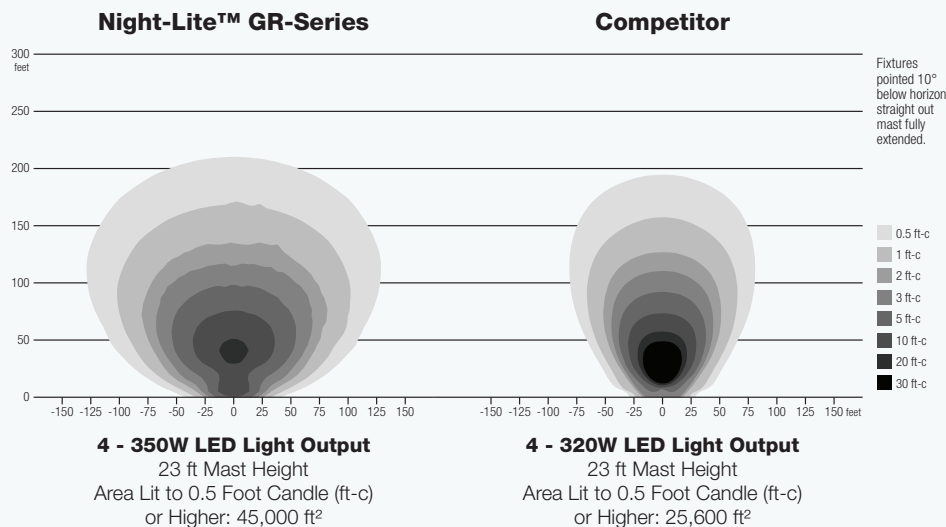
**Electric Winch**

**Reversible Coupler Ball and Lunette Ring (no Bulldog)**

**Lunette Ring (no Reversible Coupler)**

**Bulldog Hitch (no Reversible Coupler)**

## ALLMAND 350W LED COMPARED TO LEADING COMPETITOR LED LIGHTS



### Allmand 350W LED vs 320W LED

#### • Ft² Area Illuminated

- **45,000 ft² vs 25,600 ft²**
- **19,400 ft² additional area**
- **76% increase in light coverage**

#### • Lumen Output

- **228,560 vs 188,000 total lumens**
- **40,560 additional lumens**
- **22% increase in light brightness**

Allmand Data obtained by 3rd party independent test lab for 23 ft tower at 10° below horizon. Note: See individual product sale sheets for each light plant light map details.



## COMPROMISE NOTHING.

At Allmand, our sole focus is providing jobsite support equipment to help your customers get the job done. Whenever they need it. Wherever they are. And whatever it takes. What's more, our genuine commitment to you — the highest standard of service and lowest total cost of ownership — is simply unmatched. Choose the equipment that comes with complete confidence that jobsite productivity won't go dark at 2 a.m.

**Allmand. Above All.**



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-571

**Meeting Date:** 12/2/2025

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**TITLE:**

**AUTHORIZE THE USE OF A COOPERATIVE AGREEMENT WITH LONG BEACH BMW FOR THE PURCHASE OF FOUR NEW 2026 BMW R1300 RT-P POLICE MOTORCYCLES**

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT/MAINTENANCE SERVICES DIVISION

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

**CONTACT INFORMATION:** ROBERT RYAN, MAINTENANCE SERVICES MANAGER (714)  
327-7499

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve the purchase of four (4) new 2026 BMW R1300 RT-P police motorcycles based on pricing through a Goods Purchase Agreement between The City of San Bernardino and Long Beach BMW entered on June 25, 2025.
2. Authorize the City Manager to execute the necessary documents for the purchase in the amount of \$164,439 from Long Beach BMW Motorcycles located at 2125 E. Spring Street, Long Beach, CA 90806.

**BACKGROUND:**

Consistent with past practices, new and/or replacement vehicle and equipment requests are evaluated during the annual budget process along with recommendations from the Equipment Maintenance staff.

The current BMW police motorcycles budgeted for replacement have high mileage and usage and require a higher level of maintenance and repair costs. All four (4) motorcycles (unit # 624, 626, 631 and 632) approved for replacement have exceeded their anticipated service lives.

**ANALYSIS:**

Police motorcycles are a vital component in daily Police/Public Safety operations. The purchase of these motorcycles will upgrade the City's fleet of operable motorcycles and facilitate the response to emergency and safety concerns, thereby improving the City's ability to serve the community and its stakeholders.

The purchase of the motorcycles will be completed through a cooperative agreement with the City of San Bernardino, RFQ F-25-4043. The City of San Bernardino completed a competitive bid process

for BMW 1300 RT-P police motorcycles. In the City of San Bernardino's bid package, cooperative language was included that allowed the resultant agreement to be extended to other public agencies. The City of Costa Mesa requested and received permission from the City of San Bernardino to utilize that agreement. The City of San Bernardino awarded its bid to Long Beach BMW Motorcycles (Attachment 1). Procurement of motorcycles using this cooperative agreement meets all requirements of the City's purchasing policies.

Long Beach BMW Motorcycles offered in their pricing to the City, an option to purchase additional quantities as needed (Attachment 2). Pricing is good until June 30, 2026.

### **ALTERNATIVES:**

One alternative is to not use the Cooperative Agreement and go through a procurement process. However, staff does not believe this will result in lower prices for the motorcycles. Another alternative to purchasing new BMW motorcycles is to retain the models currently in the fleet. These motorcycles are heavily used, show considerable wear and are seeing increased maintenance costs and extended down times. Staff does not recommend this alternative due to the fact that police motorcycle units are a vital component in daily Police/Public Safety operations.

### **FISCAL REVIEW:**

The replacement costs for four (4) police motorcycles is included in the City's Fiscal Year 2025-26 Adopted Budget in the Equipment Replacement Fund (Fund 601).

### **LEGAL REVIEW:**

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

### **CITY COUNCIL GOALS AND PRIORITIES:**

This supports the following City Council Goal:

- Strengthen the Public's Safety and Improve the Quality of Life.

### **CONCLUSION:**

Staff recommends City Council:

1. Approve the purchase of four (4) new 2026 BMW R1300 RT-P police motorcycles based on pricing through a Goods Purchase Agreement between the City of San Bernardino and Long Beach BMW entered on June 25, 2025.
2. Authorize the City Manager to execute the necessary documents for the purchase in the amount of \$164,439 from Long Beach BMW Motorcycles located at 2125 E. Spring Street, Long Beach, CA 90806.

**GOODS PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF SAN BERNARDINO  
AND  
LONG BEACH BMW MOTORCYCLES**

This Goods Purchase Agreement ("Agreement") is entered into as of June 25, 2025 ("Effective Date"), by and between the City of San Bernardino (a charter city and municipal corporation organized under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, California 92401) ("City"), and Long Beach BMW Motorcycles (a corporation with its principal place of business at 2125 East Spring Street, Long Beach, California 90806) ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties".

**Section 1. Definitions**

A. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor, or other services (including design, engineering, and installation services) provided by Supplier as specified in Exhibit A (Goods and Specifications) (attached hereto and incorporated herein by reference).

B. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City ready for approval, testing, and/or use as specified in Exhibit B (Delivery Schedule) (attached hereto and incorporated herein by reference).

**Section 2. Materials and Workmanship**

When Exhibit A specifies machinery, equipment, or material by manufacturer (model or trade name), no substitution will be made without City's written approval. Machinery, equipment, or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment, or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. Supplier will furnish City with the name of the manufacturer, the performance capabilities, and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment, and material to be incorporated in the Goods when requested by City. Material samples will be submitted at City's request.

**Section 3. Inspections and Tests**

City shall have the right to inspect and/or test the Goods prior to acceptance. City may reject the Goods (without prejudice to any other rights or remedies) or exercise any of its rights under Section 4.C if (upon inspection or testing) the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A". The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods; provided however that City shall notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof, and specify with particularity



any defect in nonconforming goods after rejection or acceptance thereof within sixty (60) days of the invoice date.

#### **Section 4. Warranty**

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years; or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Supplier further warrants any services provided in connection with the Goods will be performed in a professional and workmanlike manner, and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit A and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. If City selects repair or replacement, any defects will be remedied without cost to City (including but not limited to the costs of removal, repair, replacement of the defective Goods, and reinstallation of new Goods). All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same (all at its own expense and without cost to City). For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will (immediately after receiving notice from City at the option of City, and at Supplier's own expense and without cost to City):

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, free on board plant, office, or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4; but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

## **Section 5. Prices**

Unless expressly provided otherwise, all prices and fees specified in Exhibit C (attached hereto and incorporated herein by reference) are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (a) all Federal, state, and local sales, use, excise, privilege, payroll, occupational, and other taxes applicable to the Goods furnished to City hereunder; and (b) all charges for packing, freight, and transportation to destination.

## **Section 6. Changes**

City (at any time, by a written order, and without notice to any surety) may make changes in the Goods (including but not limited to City's requirements and specifications). If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Supplier; and such change will be authorized by a change order document signed by City and accepted by Supplier.

## **Section 7. Payments**

A. Terms of payment are net thirty (30) days, less any applicable retention after receipt of invoice or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit B, then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit B. Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit B and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit B or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed (reasonable evidence indicating probable filing of liens or other claims), failure of Supplier to make payments properly to its subcontractors or for material or labor, failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit B and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character; and containing an averment that all of the said persons have been paid in full. If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release, and discharge of any and all claims and demands of any kind or character which Supplier then has (or can subsequently acquire) against City (its successors and assigns) for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release, or discharge of any claims or demands which City then has (or can subsequently acquire) against Supplier (its successors and assigns) for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

#### **Section 8. Schedule for Delivery**

A. Supplier shall use commercially reasonable efforts to perform under this Agreement in a timely manner. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B". Supplier must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate (to the best of its ability) in scheduling the delivery so that City can maximize the efficient completion of such project(s).

#### **Section 9. Taxes**

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any Federal, state, or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold (and require its subcontractors where applicable to withhold) all required taxes and contributions of any Federal, state, or local taxing authority which is measured by wages, salaries, or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes (however denominated or measured) imposed upon the price of the Goods provided hereunder will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods (such as and including ad valorem, use, personal property and inventory taxes) will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

#### **Section 10. Independent Contractor**

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Supplier are employees, agents, contractors, or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors, or subcontractors or any other person resulting from performance of this Agreement.

#### **Section 11. Subcontracts**

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City (including but not limited to Supplier's insurance and indemnification obligations). No subcontract or order will bind City.

#### **Section 12. Title and Risk of Loss**

City will have title to (and risk of loss of) all completed and partially completed portions of the Goods upon delivery unless otherwise agreed, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, consistent with Sections 3 and 4 of this Agreement, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors (their agents or employees), and Supplier will replace or repair said Goods or materials at its own cost to the reasonable satisfaction of City. Notwithstanding the foregoing, City shall have title to (and the right to take possession of) such Goods at any time following payment therefor in the event that the City has paid Supplier for all or a portion of the Goods which

remains in the possession of Supplier. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods but which does not become a part of the Goods.

### **Section 13. Indemnification**

A. Supplier shall defend, indemnify, and hold the City (its officials, officers, employees, volunteers, and agents) free and harmless from any and all claims (demands, causes of action, costs, expenses, liability, loss, damage or injury) in law or equity to property or persons (including wrongful death) in any manner arising out of or incident to any alleged acts (omissions, gross negligence, or willful misconduct) of Supplier (its officials, officers, employees, agents, subcontractors, and subconsultants) arising out of or in connection with the Goods or the performance of this Agreement (including the payment reasonable attorneys' fees and other related costs and expenses, except such loss or damage which was caused by the sole negligence or willful misconduct of the City).

B. Supplier's defense obligation for any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against the City (its officials, officers, employees, agents, or volunteers) shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City (or its officials, officers, employees, agents, or volunteers) in any such suit, action, or other legal proceeding. Supplier shall reimburse City (and its officials, officers, employees, agents, and/or volunteers) for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City (its officials, officers, employees, agents, or volunteers).

### **Section 14. Insurance**

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance of at least \$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01.

2. Automobile Liability Insurance for bodily injury and property damage (including coverage for owned, non-owned, and hired vehicles) of at least \$1,000,000 per accident for bodily injury and property damage at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto).

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence.

4. Garage Keepers Liability Insurance of at least \$1,000,000 per occurrence shall be provided by the Supplier if vehicles owned by or intended for the City will be left in the care, custody, or control of the Supplier.

5. Professional Liability Insurance of at least \$1,000,000 shall be provided by the Supplier if installation, programming, or other professional services are performed under this Agreement.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The General and Automobile Liability policies required under this Section shall give City (its officials, officers, employees, agents, or volunteers) additional insured status. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, self-insurance, or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss; and shall contain or be endorsed with a waiver of subrogation in favor of the City (its officials, officers, employees, agents, and volunteers). The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement; or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be included as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies upon reasonable request.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

## **Section 15. Liens**

A. Supplier and subcontractors will not make, file, or maintain a mechanic's or other lien or claim of any kind or character against the Goods (for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished), or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier and subcontractor expressly waive and relinquish any and all rights which they now have (or may subsequently acquire) to file or maintain any Claim (and Supplier and subcontractor agree that this provision waiving the right of Claims will be an independent covenant).

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor; and Supplier will (at its own expense) defend any and all actions based upon such Claims, and will pay all reasonable charges of attorneys, all related costs, and other expenses arising from such Claims.

## **Section 16. Termination of Agreement by City**

A. Should Supplier at any time refuse or fail to deliver the Goods within a commercially reasonable time; or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event (if Supplier fails to deliver the Goods or otherwise perform its obligations under this Agreement within thirty (30) days of such notice), City may obtain the Goods by whatever method it may deem expedient (including the hiring of another contractor or other contractors); and for that purpose may take possession of all materials, machinery, equipment, tools, and appliances and exercise all rights, options, and privileges of Supplier. In such case, Supplier will not be entitled to receive any further payments until the Goods is delivered.

B. City may (for its own convenience) terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will (with respect to the portion of the Goods terminated, unless the notice states otherwise):

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods;
2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and
3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered (including material and services for which it has made firm contracts which are not canceled); it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

#### **Section 17. Force Majeure**

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics, or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work (only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers). "Orders of governmental authorities" includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement. The Party affected by a Force Majeure Event shall notify the other Party as soon as practicable and take all reasonable steps to mitigate the delay in performance.

#### **Section 18. Miscellaneous Provisions**

A. Delivery of Notices. Notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:



**CITY:**

City of San Bernardino  
710 North D Street  
San Bernardino, CA 92401  
Attn: Jonathan Plummer  
Lieutenant

**SUPPLIER:**

Long Beach BMW Motorcycles  
2125 East Spring Street  
Long Beach, CA 90806  
Attn: Charles Berthon

**With Copy To:**

City of San Bernardino  
Vanir Tower, 290 North D Street  
San Bernardino, CA 92401  
Attn: City Attorney

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

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

F. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee. Venue shall be in Davidson County, Tennessee.

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement (each Party shall pay its own attorneys' fees).

H. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

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

J. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Public Agency Use. The California Public Contract Code allows public agencies to engage in cooperative purchasing for goods or services as a third-party agency "piggybacking" on another public agency's competitively bid agreement. Any request from another public agency to piggyback off this Agreement must be submitted to the City in writing, and is subject to prior review and written approval from the City. The City shall not be liable or responsible for any obligations and/or liabilities arising from or related to any such separate agreement between Supplier and another public agency.

O. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to this Agreement, except those contained in or referred to in the writing.

P. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes; and shall have the same force and effect as an original signature.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
GOODS PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF SAN BERNARDINO  
AND  
LONG BEACH BMW MOTORCYCLES**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY SAN BERNARDINO**

**LONG BEACH BMW MOTORCYCLES**

**Approved By:**

*Bill Gallardo*

\_\_\_\_\_  
Bill Gallardo  
Interim City Manager

*Charles Berthon*

\_\_\_\_\_  
Signature

Charles Berthon

\_\_\_\_\_  
Name

**Attested By:**

\_\_\_\_\_  
GM

\_\_\_\_\_  
Title

*Telicia Lopez*

\_\_\_\_\_  
Telicia Lopez  
Acting City Clerk

**Approved as to Form:**

*Thomas Rice*

\_\_\_\_\_  
City Attorney  
Best Best & Krieger LLP

**EXHIBIT A**  
**GOODS SPECIFICATIONS**

**CURRENT PRODUCTION BMW R 1300 RT-P MOTORCYCLE**  
**Technical Specifications**

The following specifications are for two (2) each current production BMW R 1300 RT-P Motorcycles.

- Color: Night Black and Alpine White III
- Gear Shift Assist Pro
- Additional LED Headlights (driving lights)
- US Authority Package
- BMW Electric Siren
- Weather Protection
- Tire Pressure Monitors
- Heated Seat
- Cruise Control
- Installation of Agency Provided Radio

**Additional Accessories:**

- FMS Standard Emergency Lighting Package
- Fairing Mounted USB Socket
- LED Map Light
- Note Pad Holder
- Radio Power Plug Connector
- Radio "Y" Power Harness
- Radio Speaker Plug
- Radio Quick Mount Plate
- Accessory Connection Plugs
- License Plate Space Kit
- AR Rack Bracket
- Locking AR Mount
- Side Stand Footplate Extension
- PVP Bluetooth Module/Motorola
- Rear Blue ID Lights

**EXHIBIT B**  
**DELIVERY SCHEDULE**

The City shall take delivery of the Goods within one hundred eighty (180) days from the date of execution of this agreement. The Supplier shall make the Goods available for pick up at a mutually agreed upon location, and the City shall be responsible for arranging and completing the pick-up of the Goods within the specified time frame. Any changes to the delivery schedule must be agreed to in writing by both parties.

**EXHIBIT C**  
**FEE SCHEDULE**

<b>ITEM No.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL AMOUNT</b>
1	BMW R 1300 RT-P	2	\$38,609.03	\$77,218.06

### SCOPE OF WORK

The City of Costa Mesa is requesting a quote to purchase four (4) 2026 BMW Police Traffic Enforcement Police Motorcycles Model R 1300 RT-P, with specialized police equipment and emergency vehicle identification including visual warning devices, audible warning devices, communication equipment, specialized electronics equipment, firearms security mounts and other required law enforcement vehicle accessories to meet operational needs of the City of Costa Mesa Police Department.

#### **SPECIFICATIONS:**

1. Year: 2026
2. Make/Model: BMW R 1300 RT-P
3. Color: Night Black & Alpine white
4. Quantity: Four (4) & Option to purchase additional motorcycles at a later date.
5. Ancillary Accessories per Motorcycle (Contractor will provide and install):

**NOTE:** Specifications per BMW Motorrad USA (Items listed per one motorcycle)

Description	BMW Option Code
Color - Night Black & Alpine White III	753
Dynamic Package with Auto Shift 22A	235
Gear Shift Assist Pro	222
Clear Water Fog Lights	562
Rider Assistant Safety Package	5AS
Emergency Warning Lights (10)	BMW P/N
R1300 RT-P Lighting Package Red/ Blue	FMSA-SOS-001
Right Side Forward Low Mounting	FMSA-ZPD-RFL
<b>Convenience Options</b>	
Wide Mount for Larger Lidar Gun Holsters	FMSA-GHMT-KA3R
LTI TruSpeed Lidar Holster	FMSA-GHTS
LH Flashlight/ Baton Holder 2015 + RT-P	FMSA-MT-LFBH
KA3 Baton/ Flashlight Holder Adapter	FMSA-KA3-FLBA
CHP Ticket Book Box	FMSA-CHP-TBB
Map Light-LED-Multi-Colored	FMSA-MT-MCLED
FMS Police Motors Battery Charger	FMSA-OM-BCHGR
Rifle Mounting Bracket KA3	FMSA-MT-KA3RM
Assault Rifle Mount standard muzzle	FMSA-GL-ARM
Radio Receiver Quick Mounting Plate	FMSA-MT-KA3QMP

6. Keys: Three (3) sets of Keyless Fob Transmitters
7. Manuals: One (1)
8. Build-out, Completion, and Pick Up:

a. Deadline: Four (4) motorcycles must be completely outfitted with specified ancillary accessories and equipment, and ready for pick up on or before date **January 15, 2026.**

b. Contact: **Ruben Salas Fleet Supervisor (714) 327-7481**  
**ruben.salas@costamesaca.gov**

c. The City reserves the right to conduct inspections of each unit throughout the build-out process.

d. Contractor must provide comprehensive and regular status reports on the progress of each build-out. Reports must include, but not limited to:

- ☐ Manufacture ship date and expected lead-time for delivery to the Contractor's location.
- ☐ Actual date Contractor received each motorcycle from the manufacture.
- ☐ Lead-time for installation of specified ancillary accessories and equipment (Lead-time for each buildout must be able to meet the deadline for pick up);
- ☐ Expected and actual dates of completion.

e. The City will pick up each motorcycle upon completion and it must be done prior to the deadline. The Contractor must notify the City's contact and arrange a pickup date. On the date of pick up, the city will inspect each motorcycle for acceptance. Upon acceptance of each motorcycle, the Contractor will: 1) conduct an orientation with each rider; and 2) provide a full tank of fuel.

9. Warranty: Manufacture's standard warranties shall apply to all motorcycles, ancillary accessories and equipment.



### CONTRACTOR'S BID

Prices shall be inclusive of all costs (labor, equipment, materials, training, travel, overhead, insurance, taxes, employee benefits, ancillary personnel, etc.) expected to be incurred by the Contractor to fulfill the requirements of this Contract. Unit prices will prevail.

Item	Qty	U/M	Description	Unit Price	Ext. Price
1	4	Each	Year/Make/Model: 2026 BMW R1300 RT-P	29,914.95	119,659.80
2	4	Lot	Ancillary Accessories	6,746.01	26,984.04
3	4	Each	BMW Rifle Mounts (option)	767.00	3,068.00
4	4	Each	Rifle Mount Brackets (option)	79.00	316.00
5	4	Each	Installation	526.00	2,104.00
6	4	Each	Other Fees: (specify)	122.50	490.00
Specify the address of the location the completed motorcycles must be picked up from: 2125 E. SPRING ST. LONG BEACH CA. 90806				Subtotal	152,621.84
				Sales Tax 7.75%	11,816.56
Doc. Fee 85.00 *CVR 34.00 *Tire Fee *Nontax				TOTAL	164,438.40

**Option to Purchase Additional Quantities:** The City of Costa Mesa desires the option to purchase additional BMW Police Motorcycles Model No. R1300RT-P. State if the bidder will accept an order for additional unit(s) at the same prices, terms, and conditions.

☒ Option Granted    ☐ Option Not Granted

If option is granted, state length of time prices are good for and additional order acceptable. Prices good until 6/30/26

Transportation or freight charges for the additional unit shall be quoted. Option for additional quantity will not be considered in the evaluation of bids and is not required for award of contract.

\* PRICING BASED ON THE City of San Bernardino  
RFQ F-25-4043 Current Production BMW  
R1300RT-P MOTORCYCLE.

# BMW RT-P Motor Pricing Form

(2026 Model Year)



**BMW  
MOTORRAD**

Color	Option Code	
1 Night Black & Alpine White III	753	
0 Night Black	716	
0 Alpine White III (special order)	751	
0 Black Blue (special order +60 days) \$119.60	999	(see below)
0 Saphir Blue (special order + 60 days) \$119.60	999	(see below)
0 Violet Blue (special order +60 days)	756	
0 Glacier Silver Metallic (special order)	N99	

Revised: August 4, 2025

## Quotation:

### City of Costa Mesa

Option Code

Retail Price

Motorcycle

\$24,265.26

### Factory Special-Order Options - Plan 90-120 Days for Delivery

0 Headlight Pro (includes 134)	219	\$560.23	\$0.00
0 Gear Shift Assist Pro	222	\$304.55	\$0.00
0 GPS Prep	272	\$179.55	\$0.00
0 Chrome Exhaust (Includes 340)	19F	\$229.55	\$0.00
0 Dark Chrome Exhaust (Includes 34A)	19J	\$359.09	\$0.00
0 Additional LED Headlights (driving lights)	562	\$470.45	\$0.00
0 High Seat Black	77E	\$0.00	\$0.00
0 Low Seat Black	77D	\$0.00	\$0.00
1 Dynamic Package	235	\$2,114.77	\$2,114.77
0 Dynamic Package with Auto Shift 22A	235	\$3,055.68	\$0.00
1 Rider Assistant Safety Package	5AS	\$825.00	\$825.00
0 Black Blue	999	\$119.60	\$0.00
0 Sapphire Blue	999	\$119.60	\$0.00

### The Features Below Denote Standard Order Deck

US Authority Package

\$339.77

BMW Electronic Siren

\$1,220.45

Weather Protection, Tire Pressure Monitors, Heated Seat, Cruise Control

Additional Labor Operations Provided by Dealer

No Radio install	
Clearwater Darla Lights	\$1,112.00
	\$0.00
	\$0.00
Doc. Fee	\$85.00
*CVR Fee	\$34.00
*Tire Fee	\$3.50
*Non Taxable	\$0.00
	\$0.00
	\$0.00

Units	Quotation valid for 60 days	Total Price - Page 1	\$29,999.76
1	from date noted below.	Total Price - Page 2	\$454.69
		Total Price - Page 3	\$0.00
		Parts From Other Suppliers - Page 4	\$6,480.00

Date of Quote: 10/20/2025

Long Beach BMW Motorcycles

2125 E. Spring St. Long Beach, CA. 90806

Dealer Basic Assembly / Preparation \$526.00

Motorcycle Freight \$695.00

Total Retail Price per Unit with Options \$38,155.46

7.75% State Sales Tax (if applicable) \$2,954.14

Total Retail Price per Unit with Options \$41,109.60

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

## BMW RT-P Motor Pricing Form - Page 2

See Special Notation Comment



**BMW  
MOTORRAD**

Quotation for:

**City of Costa Mesa**

Per	Dealer Installed Options / Retrofits	BMW P/N	Order #	Retail	Total Retail
0	Shift Assistant Pro (hardware)	23 00 1 543 107	0	\$95.73	\$0.00
0	Screw Torx drive (order two)	07 12 9 904 977	0	\$2.46	\$0.00
0	Enabling Code	77 15 8 395 839	0	\$45.00	\$0.00
0	LED Additional Headlight (order 2)	63 17 9 898 785	0	\$183.65	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 398	0	\$3.36	\$0.00
0	Fillister Head Screw (order 2)	07 12 9 907 377	0	\$9.36	\$0.00
0	Hex Nut With Plate (order 2)	07 11 9 905 544	0	\$1.11	\$0.00
0	Bracket, Left (order 1)	77 51 5 A89 145	0	\$95.02	\$0.00
0	Bracket, Right (order 1)	77 51 5 A89 146	0	\$95.02	\$0.00
1	Extra Ignition Key - Keyless Fob Transmitter	66 12 5 A94 F18	1	\$454.69	\$454.69
0	Heated Seat - Low TBD	52 53 5 A78 7B8	0	\$740.82	\$0.00
0	Heated Seat - High TBD	52 53 5 A78 7C0	0	\$740.82	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
0	BMW Battery Charger	61 43 2 408 594	0	\$134.24	\$0.00
0	Motorcycle Charging Plug	61 43 2 411 680	0	\$22.64	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

## Additional Accessories - Page 3

Qty	Item Description	BMW P/N	Order #	Retail	Total Retail
Per	Additional Accessories				
<b>Engine Protection</b>					
0	Rocker Cover Protection Left Side (order 1)	77 14 5 A6E 645	0	\$68.33	\$0.00
0	Rocker Cover Protection Right Side (order 1)	78 14 5 A6E 646	0	\$68.33	\$0.00
0	Body Screw W/O collar (order 4)	46 63 8 568 780	0	\$5.80	\$0.00
0	Body Screw W/collar (order 4)	46 63 8 550 994	0	\$7.74	\$0.00
0	Gromet (order 4)	11 84 5 B38 938	0	\$4.06	\$0.00
0	Bush (order 1)	11 84 8 544 832	0	\$7.06	\$0.00
0	Large Skid Plate (order 1)	11 84 7 914 425	0	\$342.42	\$0.00
0	Fillister Head Screws (order 2)	07 12 9 907 402	0	\$3.08	\$0.00
0	Engine Guard Holder (order 1)	11 84 8 829 202	0	\$27.18	\$0.00
0	Skid Plate Holder Front (order 1)	11 84 5 A64 A34	0	\$40.68	\$0.00
0	Skid Plate Holder Rear (order 1)	12 84 5 A64 A35	0	\$40.68	\$0.00
0	Fillister Head Screw (order 4)	07 12 9 907 383	0	\$3.60	\$0.00
0	Spacer Bush (order 2)	11 84 5 A6A 026	0	\$4.80	\$0.00
0	Clip Nut (order 4)	07 14 7 693 887	0	\$3.61	\$0.00
0	Grommet (order 4)	13 53 1 341 283	0	\$4.15	\$0.00
0	Bush (order 4)	11 84 8 544 832	0	\$7.06	\$0.00
<b>Adjustable Footrest System</b>					
0	Rider Foot Peg Left	46 71 5 A73 D11	0	\$75.20	\$0.00
0	Rider Foot Peg Right	47 71 5 A73 D12	0	\$75.20	\$0.00
0	Footbrake Lever, adjustable	77 23 5 A73 F61	0	\$219.20	\$0.00
0	Gearshift Lever, adjustable	77 25 5 A73 C87	0	\$219.20	\$0.00
0	Pin (order 2)	46 717 675 691	0	\$18.21	\$0.00
0	Circlip (order 2)	07 11 9 909 941	0	\$2.76	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.  
Final price is always determined by the selling authorized BMW Motorcycle dealer.



## Additional Accessories From Other Suppliers - Page 4

[illegible]

## Additional Accessories From Other Suppliers - Page 4









[illegible]

# Estimate

**Date:** 10/20/2025 09:58:25 PM

**Estimate Name:** City of Costa Mesa 25

**From:** FMS Accessories.com

SKU	Image	Product(s)	Price	Qty.	Total
FMSA-GHMT-KA3R		KA3 Lidar Gun Holster Mount	\$77.00	1	\$77.00
FMSA-GHTS		LTI TruSpeed Lidar Holster	\$299.00	1	\$299.00
FMSA-KA3-FLBA		KA3 Baton / Flashlight Holder Adapter	\$20.00	1	\$20.00
FMSA-KA3-FLBHLH		KA3 Flashlight Baton Holder LH	\$240.00	1	\$240.00
FMSA-CHP-TBB		CHP Ticket Book Box	\$265.00	1	\$265.00
FMSA-MT-MCLED		Map Light - LED - Multi-Colored	\$139.00	1	\$139.00
FMSA-OM-BCHGR		FMS Police Motors Battery Charger	\$155.00	1	\$155.00
FMSA-MT-RMB		Rifle Mounting Bracket Choice: 2026+ R 1300 RT-P RH Long	\$79.00	1	\$79.00
FMSA-GL-ARM		AR Rifle Mount Choice: Standard Lower Support / Std. Muzzle Cup / Sight Shield	\$767.00	1	\$767.00
FMSA-MT-KA3QMP		Radio Receiver Quick Mounting Plate KA3	\$34.00	1	\$34.00
Total Amount :					\$2075.00



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-587

**Meeting Date:** 12/2/2025

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**TITLE:**

**MEASURE M2 EXPENDITURE REPORT**

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT/ADMINISTRATION

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

**CONTACT INFORMATION:** CHRISTINE TSAO, SENIOR MANAGEMENT ANALYST (714) 754-5024

**RECOMMENDATION:**

Staff recommends that the City Council adopt the proposed Resolution No. 2025-xx, approving the Measure M2 Expenditure Report and authorize staff to submit the report to the Orange County Transportation Authority (OCTA).

**BACKGROUND:**

The approved guidelines for Renewed Measure "M" (M2) eligibility require that local agencies prepare and adopt an annual expenditure report on Measure M2 funds. The expenditure report is a detailed financial report, which tracks financial activity related to Measure M2 and other improvement funds. The report should account for the receipt, interest earned, and the use of Measure M2 and other funds as outlined in the Ordinance approved by the OCTA Board and the Orange County voters. OCTA requires the annual report to be provided within six (6) months from the end of the jurisdiction's fiscal year.

**ANALYSIS:**

In order to qualify for Measure M2 funding, all agencies have to meet certain eligibility criteria established by the Ordinance approving the "M2" Program. Preparation of the expenditure report is one such requirement that each jurisdiction has to meet on an annual basis.

The guidelines require each city to prepare and adopt an annual expenditure report to account for Measure M2 funds, developer/traffic impact fees, and funds expended by the City to satisfy Maintenance of Effort requirements. The following are the requirements of the expenditure report:

- Submit report within six (6) months of the jurisdiction's end of fiscal year;
- Include all Measure M2 revenue, fund balances, and interest earned;



- Identify expenditures by activity type (capital, operations, administration, etc.) and the funding source for each program/project; and
- Submit the expenditure report signed by the Finance Director, accompanied by a resolution from the City Council.

The City of Costa Mesa's report for Fiscal Year 2024-25 is due by December 31, 2025. Staff prepared the attached expenditure report (Attachment 2) in accordance with OCTA guidelines. The report was reviewed in draft form by OCTA staff, and the information provided was determined to be acceptable.

Staff recommends that the City Council adopt the proposed resolution (Attachment 1) approving the expenditure report and authorize staff to submit the report to OCTA.

### **ALTERNATIVES:**

The City Council may choose not to approve the proposed resolution. This alternative would make the City ineligible to receive Measure M2 funds from the Orange County Transportation Authority. Staff does not recommend this alternative.

### **FISCAL REVIEW:**

The expenditure report took into account the final review of revenues and expenses for Fiscal Year 2024-25. The information contained in the M2 Expenditure Report was also reviewed by OCTA staff and determined to be acceptable.

### **LEGAL REVIEW:**

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

### **CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

- Achieve Long-Term Fiscal Sustainability

### **CONCLUSION:**

The voter-approved Measure M2 requires local agencies to meet certain eligibility requirements for receipt of Measure M2 funds, including approval of the M2 Expenditure Report. Staff recommends that the City Council adopt the proposed resolution approving the M2 Expenditure Report for Fiscal Year 2024-25, for submittal to OCTA.

**RESOLUTION NO. 2025-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADOPTING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF COSTA MESA FOR THE FISCAL YEAR ENDING JUNE 30, 2025**

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by the local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report must include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six (6) months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COSTA MESA AS FOLLOWS:

Section 1. The City Council of the City of Costa Mesa does hereby inform the OCTA that:

- (a) The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of the fiscal year.
- (b) The M2 Expenditure Report is hereby adopted by the City of Costa Mesa.

- (c) The Costa Mesa Finance Director is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2025.

Section 2. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

**PASSED AND ADOPTED this 2<sup>nd</sup> day of December, 2025.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

**THIS PAGE IS RESERVED FOR 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 is the original of Resolution No. 2025-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 2<sup>nd</sup> day of December, 2025, 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 2<sup>nd</sup> day of December, 2025.

---

Brenda Green, City Clerk

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2025**  
**Beginning and Ending Balances**

Description	Line No.	Amount	Interest
<b>Balances at Beginning of Fiscal Year</b>			
A-M: Freeway Projects	1	\$ (36,889.00)	\$ -
O: Regional Capacity Program (RCP)	2	\$ 221,547.98	\$ -
P: Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ (810,904.29)	\$ -
Q: Local Fair Share	4	\$ 8,413,292.26	\$ -
R: High Frequency Metrolink Service	5	\$ -	\$ -
S: Transit Extensions to Metrolink	6	\$ -	\$ -
T: Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U: Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ (61,520.73)	\$ -
V: Community Based Transit/Circulators	9	\$ (11,401.00)	\$ -
W: Safe Transit Stops	10	\$ 577.91	\$ -
X: Environmental Cleanup Program (Water Quality)	11	\$ (110,222.54)	\$ -
Other*	12	\$ 92,570.88	\$ -
<b>Balances at Beginning of Fiscal Year</b>	13	\$ 7,697,051.47	\$ -
Monies Made Available During Fiscal Year	14	\$ 4,098,300.70	\$ 340,136
<b>Total Monies Available (Sum Lines 13 &amp; 14)</b>	15	\$ 11,795,352.17	\$ 340,136
Expenditures During Fiscal Year	16	\$ 6,225,207.08	\$ 340,136
<b>Balances at End of Fiscal Year</b>			
A-M: Freeway Projects	17	\$ (36,889.00)	\$ -
O: Regional Capacity Program (RCP)	18	\$ 221,547.98	\$ -
P: Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ (978,709.55)	\$ -
Q: Local Fair Share	20	\$ 6,536,470.31	\$ -
R: High Frequency Metrolink Service	21	\$ -	\$ -
S: Transit Extensions to Metrolink	22	\$ -	\$ -
T: Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U: Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ (256,770.34)	\$ -
V: Community Based Transit/Circulators	25	\$ (11,401.00)	\$ -
W: Safe Transit Stops	26	\$ 577.91	\$ -
X: Environmental Cleanup Program (Water Quality)	27	\$ 2,747.90	\$ -
Other*	28	\$ 92,570.88	\$ -

\* Please provide a specific description

\*Beginning and Ending Balance for Other -Line 12 and Line 28 was the accumulated total of following items that were previously funded by Measure M funds and reported on Prior Year's M2 reports:

\$ 15,931 Reimbursement from SCE for the Harbor Widening Project (O-CTFP).

\$ 64,568.32 :Reimbursement from City of Santa Ana for MacArthur Boulevard Rehabilitation project. reported on FY2021 M2 report.

\$ 6,600 : Reimbursement from Mesa Consolidated Water District for East 19th Street Improvement project. reported on FY2021 M2 report.

\$ 5,471.56: Reimbursement from City of Santa Ana for Bear Street SSP. Reported on FY2023 M2 report.

City of Costa Mesa

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2025**  
**Sources and Uses**

Schedule 2

Description	Line No.	Amount	Interest
<b>Revenues:</b>			
A-M : Freeway Projects	1	\$ -	\$ -
O : Regional Capacity Program (RCP)	2	\$ -	\$ -
P : Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q : Local Fair Share	4	\$ 3,485,654.34	\$ 340,135.86
R : High Frequency Metrolink Service	5	\$ -	\$ -
S : Transit Extensions to Metrolink	6	\$ -	\$ -
T : Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U : Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 123,490.36	\$ -
V : Community Based Transit/Circulators	9	\$ -	\$ -
W : Safe Transit Stops	10	\$ -	\$ -
X : Environmental Cleanup Program (Water Quality)	11	\$ 489,156.00	\$ -
Other*	12	\$ -	\$ -
<b>TOTAL REVENUES (Sum lines 1 to 12)</b>	<b>13</b>	<b>\$ 4,098,300.70</b>	<b>\$ 340,135.86</b>
<b>Expenditures:</b>			
A-M : Freeway Projects	14	\$ -	\$ -
O : Regional Capacity Program (RCP)	15	\$ -	\$ -
P : Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ 167,805.26	\$ -
Q : Local Fair Share	17	\$ 5,362,476.29	\$ 340,135.86
R : High Frequency Metrolink Service	18	\$ -	\$ -
S : Transit Extensions to Metrolink	19	\$ -	\$ -
T : Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U : Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 318,739.97	\$ -
V : Community Based Transit/Circulators	22	\$ -	\$ -
W : Safe Transit Stops	23	\$ -	\$ -
X : Environmental Cleanup Program (Water Quality)	24	\$ 376,185.56	\$ -
Other*	25	\$ -	\$ -
<b>TOTAL EXPENDITURES (Sum lines 14 to 25)</b>	<b>26</b>	<b>\$ 6,225,207.08</b>	<b>\$ 340,135.86</b>
<b>TOTAL BALANCE (Subtract line 26 from 13)</b>	<b>27</b>	<b>\$ (2,126,906.38)</b>	<b>\$ -</b>

\* Please provide a specific description

Revenue for Water Quality project (X)- line 11

City recorded following two payments received from OCTA in September 2025 for Water Quality Program (project X) on the accrual basis and reported as FY24-25 revenue on M2 report :


\$375,000 received on 9/10/25 and \$114,156 received on 9/30/25

Interest Revenue for Local Fair Share (Q) - line 4

This amount included an interest adjustment (-\$34,464) made in FY23-24 after filing M2 report.

City reported \$330,259 Interest for M2 Fairshare fund on FY2024 M2 report but the final Investment income was adjusted and reduced to \$295,795 on City's FY23-24 Annual Comprehensive Financial Report (ACFR).

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2025**  
**Streets and Roads Detailed Use of Funds**

Type of Expenditure	Line No.	MOE	Developer / Impact Fees <sup>1</sup>	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 <sup>2</sup>	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	\$ 1,531,342.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,531,342.51
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3a	\$ -	\$ 1,248,255.26	\$ -	\$ -	\$ -	\$ -	\$ 1,283,403.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,531,659.09
Street Reconstruction - Pavement	3b	\$ 872,358.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 872,358.07
Signals, Safety Devices, & Street Lights	4	\$ 155,830.06	\$ 23,049.07	\$ -	\$ -	\$ 167,805.26	\$ -	\$ 299,399.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 646,083.71
Pedestrian Ways & Bikepaths	5	\$ 325,564.24	\$ 309,865.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 835,429.75
Storm Drains	6	\$ 225,425.65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 376,185.56	\$ -	\$ -	\$ -	\$ -	\$ 601,611.21
Storm Damage	7a	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage - Pavement	7b	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction <sup>1</sup> (Sum Lines 2 to 7b)	8	\$ 1,779,178.02	\$ 1,581,169.84	\$ -	\$ -	\$ 167,805.26	\$ -	\$ 1,582,803.15	\$ -	\$ 376,185.56	\$ -	\$ -	\$ -	\$ -	\$ 5,487,141.83
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way (Sum Lines 8 & 9)	10	\$ 1,779,178.02	\$ 1,581,169.84	\$ -	\$ -	\$ 167,805.26	\$ -	\$ 1,582,803.15	\$ -	\$ 376,185.56	\$ -	\$ -	\$ -	\$ -	\$ 5,487,141.83
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ 1,659,298.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,779,673.14	\$ 340,135.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,779,107.93
Street Lights & Traffic Signals	13	\$ 2,434,707.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,434,707.66
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15a	\$ 4,001,115.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,001,115.87
Other Street Purpose Maintenance - Pavement	15b	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Maintenance <sup>1</sup> (Sum Lines 11 to 15b)	16	\$ 8,095,122.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,779,673.14	\$ 340,135.86	\$ -	\$ -	\$ 318,739.97	\$ -	\$ -	\$ 12,214,931.46
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 11,405,642.99	\$ 1,581,169.84	\$ -	\$ -	\$ 167,805.26	\$ -	\$ 5,362,476.29	\$ 340,135.86	\$ 376,185.56	\$ -	\$ 318,739.97	\$ -	\$ -	\$ 19,552,155.77
Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdiction's discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties".															
Finance Director Confirmation	19	I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director Initial: 													

<sup>1</sup> Includes direct charges for staff time<sup>2</sup> Other M2 includes A-M, R,S,T,U,V, and W

\* Transportation related only

\* Please provide a specific description

## Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)





## M2 Expenditure Report

### Fiscal Year Ended June 30, 2025

I hereby certify that:

- ☒ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☒ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☒ The City of Costa Mesa is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☒ The City's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☒ The City of Costa Mesa has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceeding the FY 2024-25 MOE benchmark dollar amount <sup>11</sup>.

Carol Molina

\_\_\_\_\_  
Director of Finance (Print Name)

November 17, 2025  
Date

Carol

\_\_\_\_\_  
Signature

<sup>11</sup> Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-588

**Meeting Date:** 12/2/2025

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**TITLE:**

**FREEWAY MAINTENANCE AGREEMENT AND AGREEMENT FOR SHARING COSTS OF STATE HIGHWAY ELECTRICAL FACILITIES**

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT/ADMINISTRATION

**PRESENTED BY:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

**CONTACT INFORMATION:** RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, (714) 754-5343

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve Freeway Maintenance Agreement between the State of California Department of Transportation (Caltrans) and the City of Costa Mesa for the I-405 Improvements Project.
2. Approve the Agreement for Sharing Costs of State Highway Electrical Facilities between Caltrans and the City of Costa Mesa.
3. Authorize staff to accept any minor amendments to the agreements based on final review by all parties and for the Mayor and City Clerk to execute final agreements.

**BACKGROUND:**

The Orange County Transportation Authority (OCTA) in cooperation with the State of California Department of Transportation (Caltrans), the City of Costa Mesa, and other I-405 corridor cities, recently completed the I-405 Improvement Project, between SR-73 and I-605 Freeways. The project included several new elements as well as features within the City of Costa Mesa, such as new sound walls and monument signs.

The City and Caltrans have a Freeway Maintenance Agreement (FMA) that identifies roles and responsibilities of each agency as it pertains to the I-405 Freeway. The current agreement was executed in 2007 and requires amendments to account for recent adjustments with the I-405 Improvement Project. The City and Caltrans also have an agreement for sharing costs of electrical facilities, primarily traffic signals, at freeway on- and off-ramps. This agreement is from 1993 and Caltrans requested that it needs to be updated to reflect their new requirements.

**ANALYSIS:**

The I-405 Improvements Project was substantially completed and formally opened to the public on December 1, 2023. The project incorporated new sound walls as well as other aesthetic treatments including City logo and street name identifier on Fairview overcrossing.

Freeway Maintenance Agreement (FMA): The FMA designates maintenance responsibilities between Caltrans and the City along the I-405 Corridor, in accordance with Streets and Highways Code and the State Maintenance Manual. According to Caltrans, the current FMA, executed in May 2007, will need to be updated to reflect current built conditions on the I-405 Freeway. The proposed new FMA is included as Attachment 1. The City is primarily responsible for the following in accordance with the FMA:

- Maintenance of City streets identified in the Exhibits in the FMA;
- Routine maintenance including street cleaning; minor non-structural repair of sidewalks, signing and striping;
- Graffiti abatement in the areas facing and accessible from City right-of-way; and
- Repair and replacement of Community Identifier sign on Fairview Road overcrossing.

The state is responsible for the maintenance of the I-405 Freeway, structural integrity of all the bridges and other elements, sound walls and all fencing within state right-of-way.

Agreement for Sharing Cost of State Highway Electrical Facilities: This agreement also referred to as Electrical Cost Sharing Agreement (ECSA) is for the maintenance of traffic signal and related equipment at the intersection of State Highway and a City Street. The City of Costa Mesa has such shared facilities at various on- and off-ramps along I-405, SR-73 and SR-55 Freeways. The current ECSA was executed on June 21, 1993 (Attachment 2) and amended in 1997.

According to the current agreement, the City is responsible for electrical costs at all intersections shared with Caltrans, while Caltrans is responsible for all operating and maintenance functions. According to new Caltrans policies, all costs (electrical, maintenance, etc.) are shared between agencies, based on number of intersecting legs. This proposed major revision has potential for increases to City share of costs associated with Caltrans-shared intersections.

In order to further analyze the new cost sharing arrangement, a 3-year pilot program is proposed where only the intersections impacted by the I-405 Freeway project will incorporate this new cost sharing program. These intersections include:

- Fairview Road - I-405 SB Ramps
- Fairview Road - I-405 NB Ramps
- Harbor Boulevard - I-405 SB Off Ramp
- Harbor Boulevard - I-405 NB Off Ramp
- South Coast Drive - I-405 NB Off Ramp
- Susan Street - I-405 NB Off Ramp
- Hyland Avenue - I-405 NB On Ramp

At all other intersections, the current arrangement where the City is responsible for electrical costs and Caltrans is responsible for all maintenance costs will continue. At the end of the 3-year period, City and Caltrans will evaluate and consider further changes to the ECSA. This is reflected in the new agreement included as Attachment 3.

Staff requests that City Council approve the FMA and ECSA and authorize staff to accept any minor modifications to the agreement based on final review by both parties. Staff also requests City Council authorize the Mayor and City Clerk to execute the final agreements.

### **ALTERNATIVES:**

The alternative to this Council action would be to not approve the agreements. Staff does not recommend this alternative as this is a requirement of State's Streets and Highways Code and is also a requirement of the Memorandum of Understanding executed with OCTA for the I-405 Improvement Project.

### **FISCAL REVIEW:**

Funding for the agreements is available in the Public Works Department's Fiscal Year 2025-26 Operating Budget in the General Fund (Fund 101).

### **LEGAL REVIEW:**

The City Attorney's Office has reviewed this agenda report and the proposed agreements and approves them 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. Approve Freeway Maintenance Agreement between the State of California Department of Transportation (Caltrans) and the City of Costa Mesa for the I-405 Improvements Project.
2. Approve the Agreement for Sharing Costs of State Highway Electrical Facilities between Caltrans and the City of Costa Mesa.
3. Authorize staff to accept any minor amendments to the agreements based on final review by all parties and for the Mayor and City Clerk to execute final agreements.

**FREEWAY MAINTENANCE  
AGREEMENT  
WITH  
CITY OF COSTA MESA**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Costa Mesa; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

**SECTION I**

**RECITALS**

1. On May 10, 2016 a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Interstate (I) 405 within the jurisdictional limits of the CITY of Costa Mesa as a freeway; and
2. Recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures lying within those modified freeway limits; and
3. There are existing Freeway Maintenance Agreements with CITY dated November 2, 1992, and May 3, 2007. This Agreement is meant to replace or supersede the earlier agreements.

NOW THEREFORE IT IS AGREED:

**SECTION II**

**AGREEMENT**

1. This AGREEMENT will supersede the existing Freeway Maintenance Agreements for the same location between the STATE and CITY dated November 2, 1992 and May 3, 2007 upon execution of this AGREEMENT.
2. Pursuant to Section 6 of the above May 10, 2016 Freeway Agreement, CITY is resuming control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.
3. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code, and the State Maintenance Manual

City of Costa Mesa Freeway Maintenance Agreement

4. CITY agrees to continue their control and maintenance of each of the CITY streets and roads as shown on the hatched area on the plan maps attached hereto, marked Exhibits A1-A7, and made a part hereof by this reference.
5. STATE agrees to continue its control and maintenance of those portions adopted as a part of I-405 Freeway proper as shown on Exhibits A1-A7.
6. CITY agrees to share the maintenance responsibilities as shown on the Exhibit A, and on individual infrastructure items as provided in Exhibit A7, attached and made a part of this Agreement by reference, as long as it is not in conflict with the terms of this Agreement. In case of a conflict, the terms of this Agreement shall prevail.
7. If there are agreed upon changes in the maintenance duties between PARTIES, the PARTIES can revise and replace the Exhibits by a mutual written execution of Exhibits A1-A7.
8. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will thereafter supersede the attached original Exhibit A and become part of this Agreement upon City's approval.
9. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.
10. CITY must obtain the necessary Encroachment Permits from STATE's District 12 Encroachment Permit Office prior to entering STATE right of way to perform CITY's maintenance responsibilities. This permit will be issued at no cost to CITY.
11. Routine Maintenance shall include: graffiti abatement, cleaning, debris and trash removal, street sweeping, weed abatement, crack sealing, crack repair and non-structural crack and spall repair on bridge barrier and sidewalk; striping and signage, and other appurtenant maintenance items as designated in the applicable Exhibits. Routine Maintenance shall not include repair to maintain structural integrity, replacement or upgrade of STATE's structural elements.
12. COMMUNITY IDENTIFIER
  - 12.1. CITY will be responsible for repair and replacement of community identifier on the interior/street facing side of the community identifiers monuments, see attached Exhibit A6.
  - 12.2. CITY will abate graffiti and perform Routine Maintenance on the interior/street facing side of the community identifier monuments.
  - 12.3. STATE will abate graffiti on exterior/freeway facing side of the community identifier monuments. STATE will not be responsible for restoration of the community identifier.

City of Costa Mesa Freeway Maintenance Agreement

- 12.4. STATE will be responsible for the community identifier monuments' structure and its integrity.

13. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 13.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of I-405 below the deck wearing surface and any wearing surface treatment, barrier and sidewalk structure, subsurface drainage structure and joint seal assemblies as shown on the attached exhibit, marked Exhibit A7.
- 13.2. CITY will maintain, at CITY expense, the drainage system cleaning (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface), all portions of the structure above the bridge deck, including, but without limitation, cleaning, graffiti abatement, Routine Maintenance, lighting installations, signs and pavement delineation, and CITY's infrastructure that may be required for the benefit or control of traffic and located within the bridge(s) as shown on the attached exhibit, marked Exhibit C.
- 13.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

14. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

- 14.1. STATE will maintain the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.
- 14.2. CITY will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces, drainage installations, lighting installations sign and pavement delineation, and CITY's infrastructure that may be required for the benefit or control of traffic using that undercrossing and community identifiers.
- 14.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

City of Costa Mesa Freeway Maintenance Agreement

15. WALLS AND COLUMNS – STATE is responsible for walls within STATE’s right of way, including the structure and its integrity. CITY will perform debris removal, cleaning, and painting to keep any wall structure or column free of debris, dirt, and graffiti on the CITY-facing side of the wall. STATE will abate graffiti on the freeway-facing side of the wall and maintain the concrete barrier and retaining wall including the structure integrity.
16. INTERCHANGE OPERATON - It is STATE’s responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.
17. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES
  - 17.1. Cost allocations assigned to each of the PARTIES for electrically operated traffic control devices placed at interchanges of I-405 Freeway and CITY streets and roads and at ramp connections or I-405 and CITY facilities shall be accordance with the “AGREEMENT FOR COSTS OF STATE HIGHWAY ELECTRICAL FACILITIES WITHIN THE CITY OF COSTA MESA”.
  - 17.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.
18. LEGAL RELATIONS AND RESPONSIBILITIES
  - 18.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
  - 18.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
  - 18.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability



City of Costa Mesa Freeway Maintenance Agreement  
occurring by reason of anything done or omitted to be done by CITY under this Agreement.

19. PREVAILING WAGES:

19.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

19.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

20. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

21. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

22. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

City of Costa Mesa Freeway Maintenance Agreement

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Mayor

Initiated and Approved

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Roberta C. Hettick, P.E.  
Deputy District Director  
Maintenance District

ATTEST:

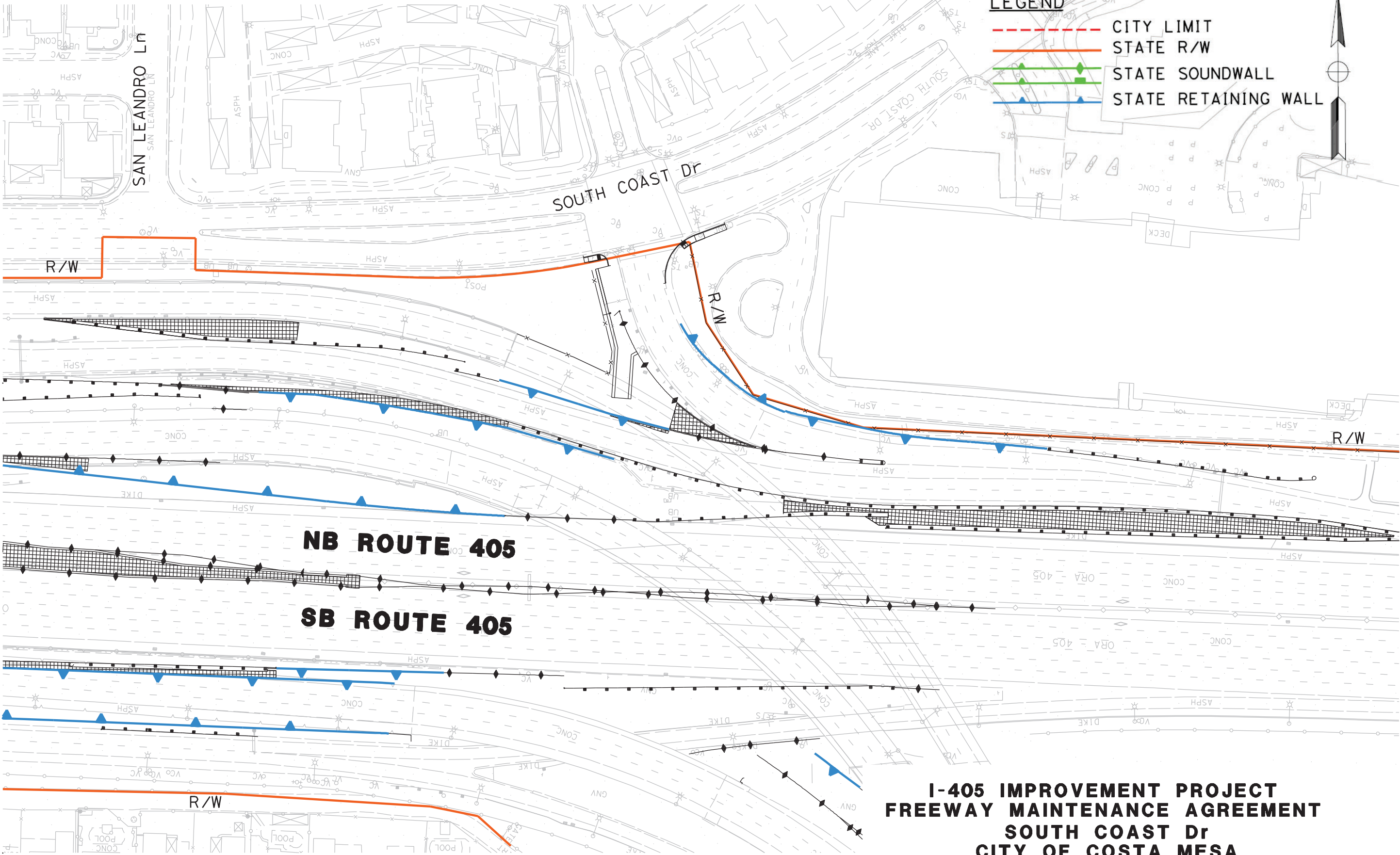
By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	ORA	405	ATTACHMENT 1 10.34	1	7

LEGEND

- CITY LIMIT
- STATE R/W
- STATE SOUNDWALL
- STATE RETAINING WALL



I-405 IMPROVEMENT PROJECT  
FREEWAY MAINTENANCE AGREEMENT  
SOUTH COAST Dr  
CITY OF COSTA MESA

SCALE: 1"=100'

EXHIBIT A1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR	DATE
Caltrans		CHECKED BY		

BORDER LAST REVISED 7/2/2010

USERNAME => USER  
DCN FILE => REQUEST

RELATIVE BORDER SCALE  
IS IN INCHES



UNIT 0000

PROJECT NUMBER & PHASE

00000000001



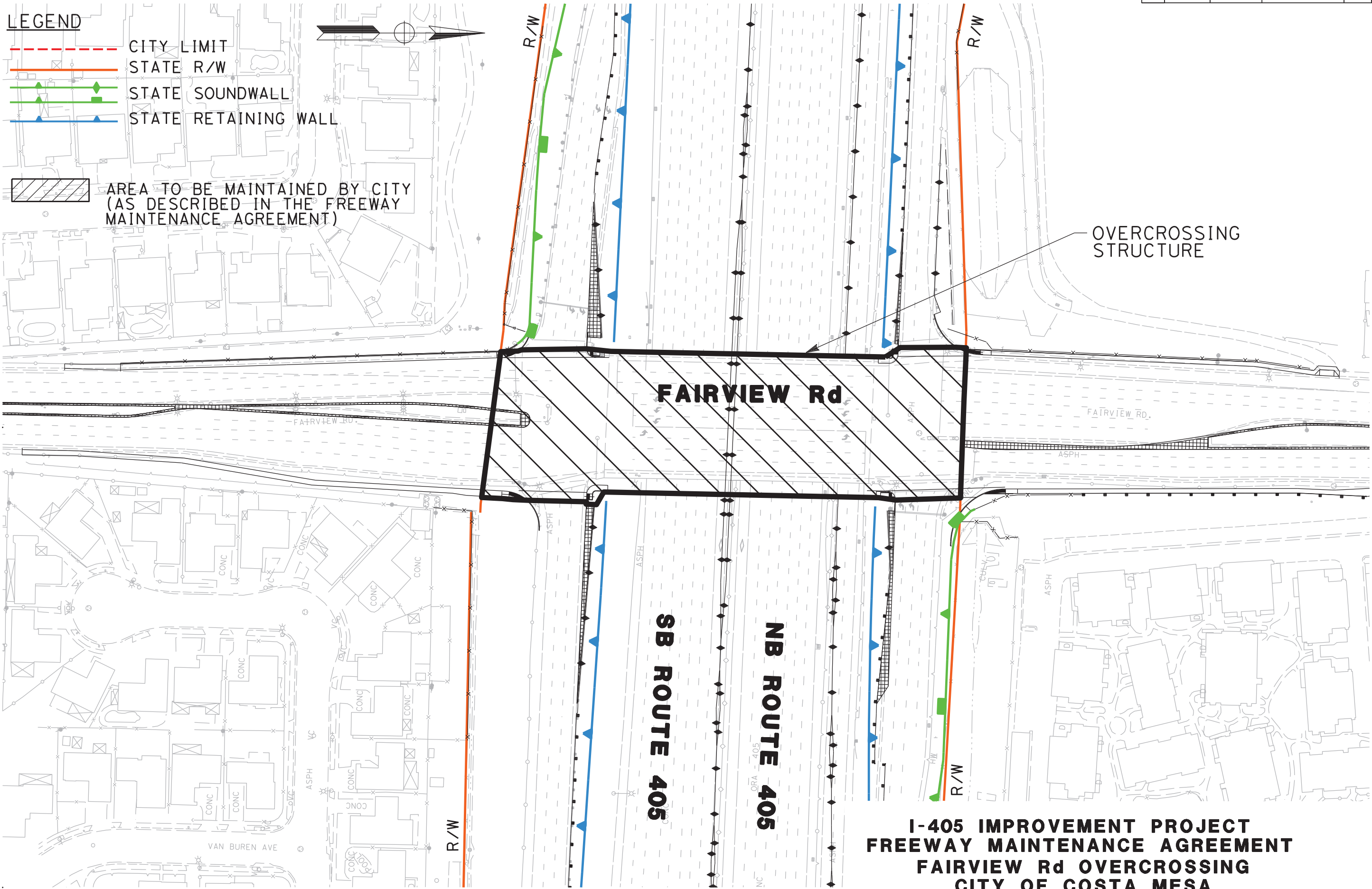
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	ORA	405	ATTACHMENT 1 10.35	2	7

LEGEND

- CITY LIMIT
- STATE R/W
- STATE SOUNDWALL
- STATE RETAINING WALL



AREA TO BE MAINTAINED BY CITY  
(AS DESCRIBED IN THE FREEWAY  
MAINTENANCE AGREEMENT)



I-405 IMPROVEMENT PROJECT  
FREEWAY MAINTENANCE AGREEMENT  
FAIRVIEW Rd OVERCROSSING  
CITY OF COSTA MESA

SCALE: 1"=100'

EXHIBIT A2

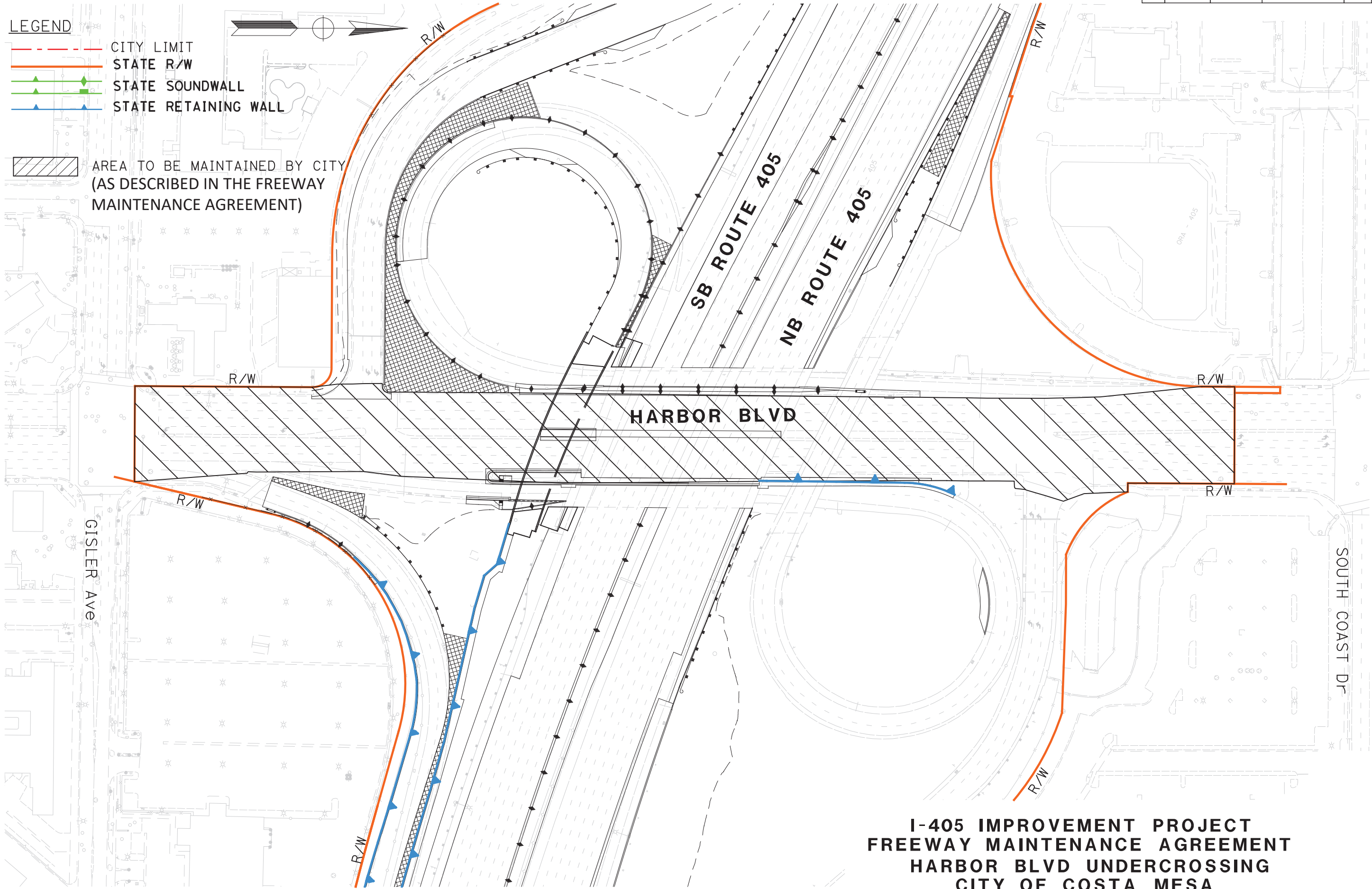
STATE OF CALIFORNIA	DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CHECKED BY	REVISOR BY	DATE REVISED

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	ORA	405	ATTACHMENT 1 11.45	3	7

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR BY	DATE	REVISOR
		CHECKED BY			

- LEGEND
- CITY LIMIT
  - STATE R/W
  - STATE SOUNDWALL
  - STATE RETAINING WALL

AREA TO BE MAINTAINED BY CITY  
(AS DESCRIBED IN THE FREEWAY  
MAINTENANCE AGREEMENT)



I-405 IMPROVEMENT PROJECT  
FREEWAY MAINTENANCE AGREEMENT  
HARBOR BLVD UNDERCROSSING  
CITY OF COSTA MESA

SCALE: 1"=120'

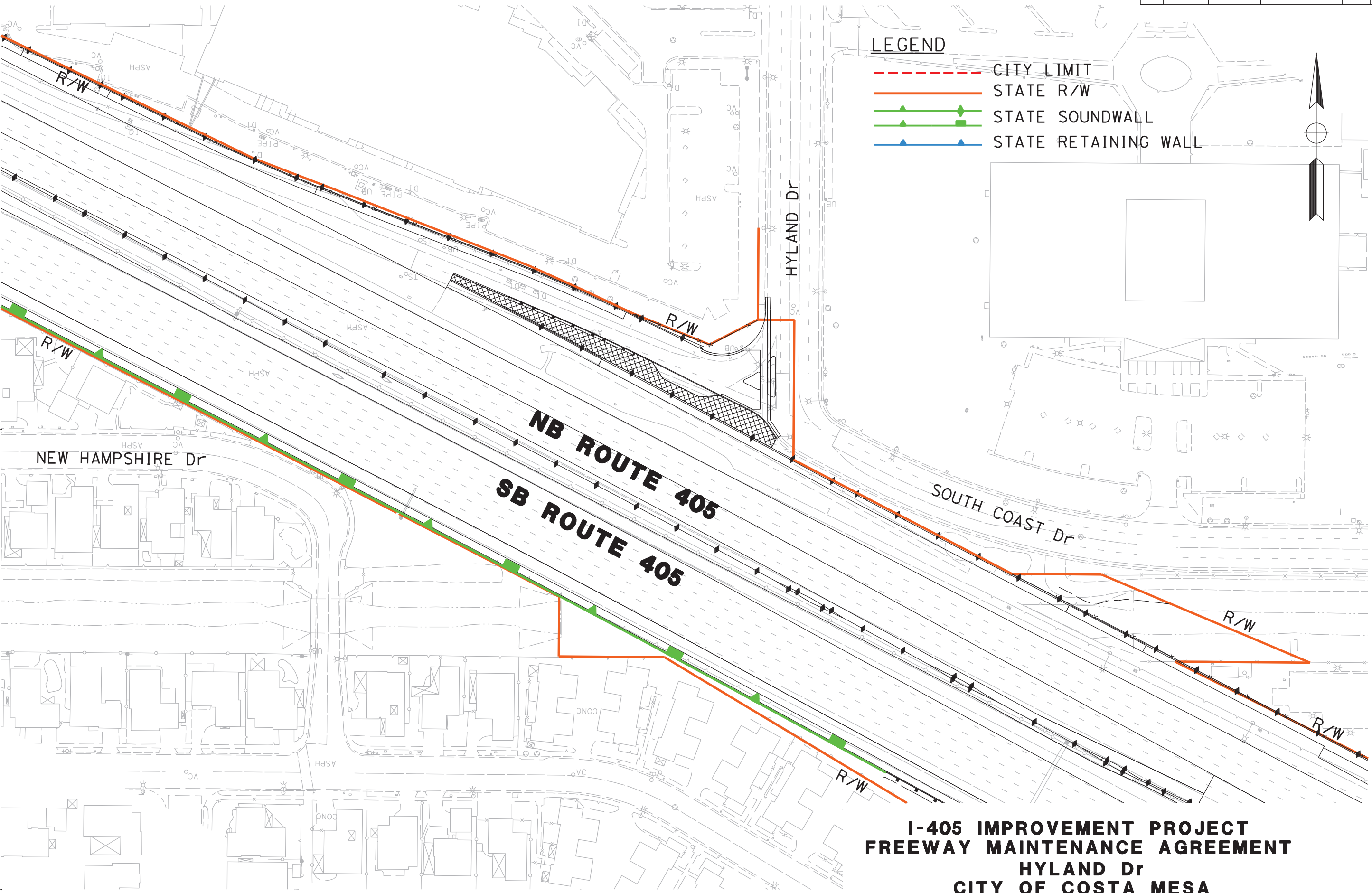
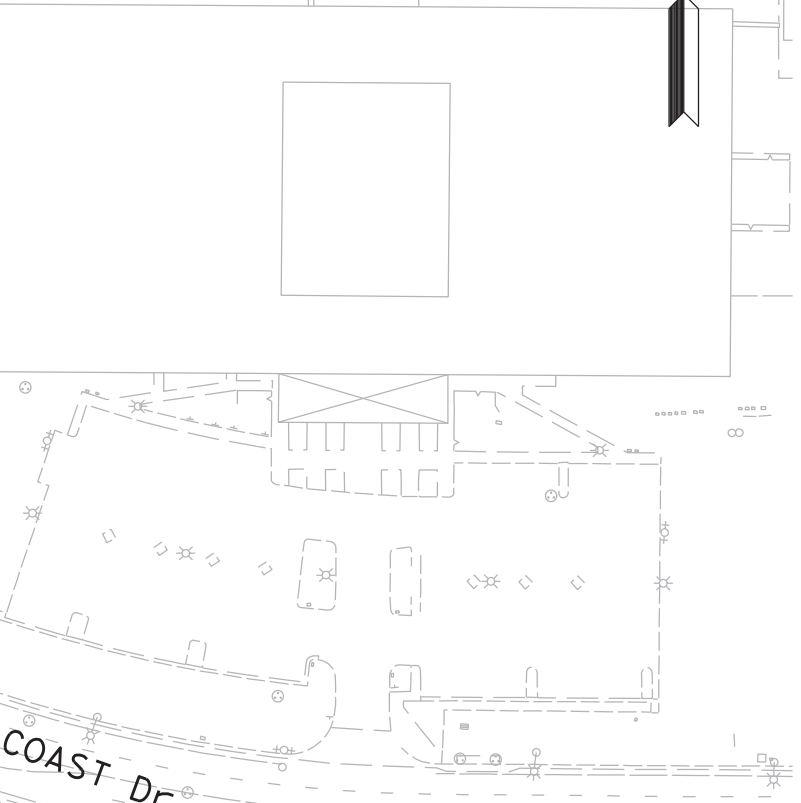
EXHIBIT A3



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
12	ORA	405	ATTACHMENT 1 11.85	4	7

LEGEND

- CITY LIMIT
- STATE R/W
- STATE SOUNDWALL
- STATE RETAINING WALL



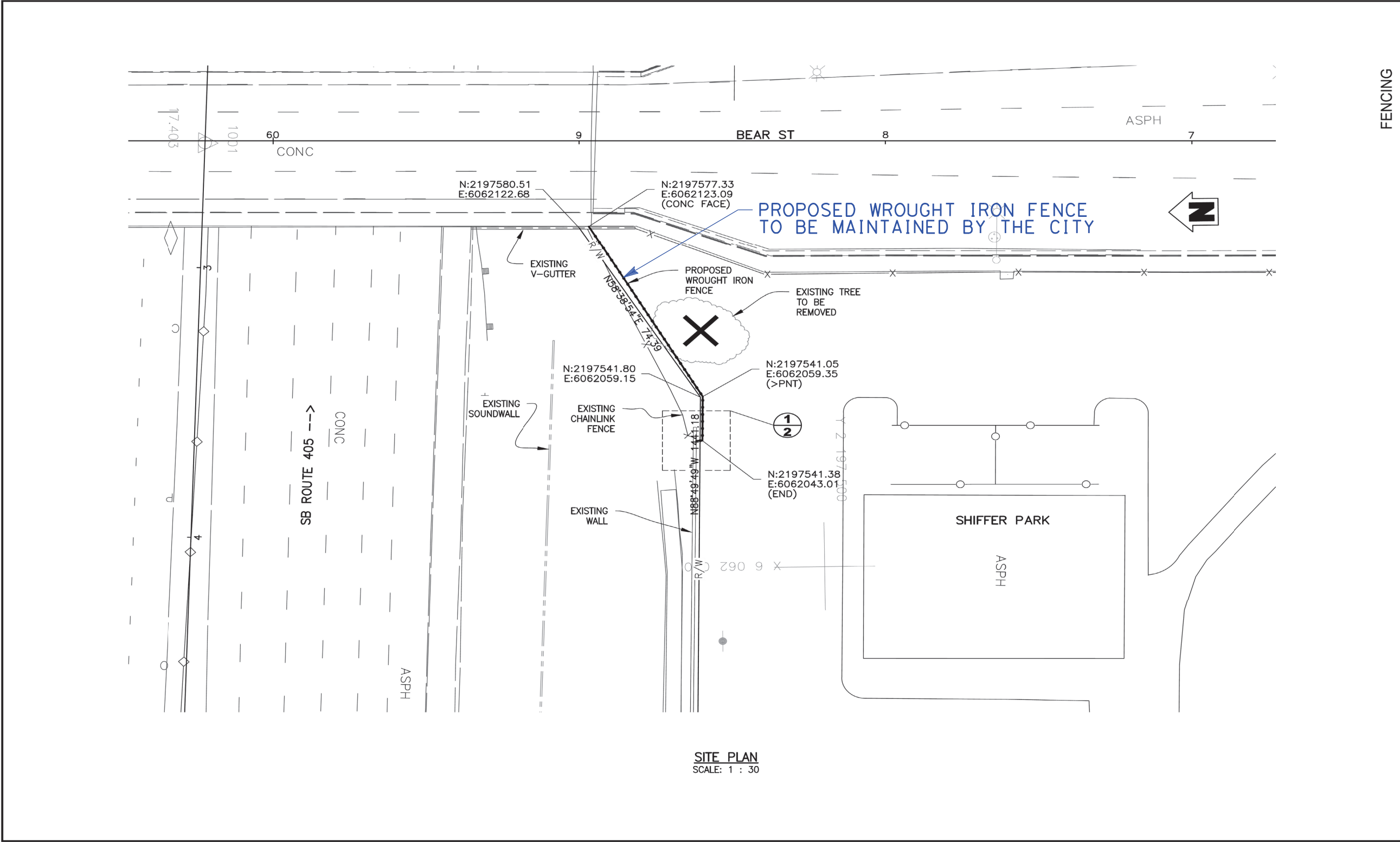
I-405 IMPROVEMENT PROJECT  
FREEWAY MAINTENANCE AGREEMENT  
HYLAND Dr  
CITY OF COSTA MESA

EXHIBIT A4

SCALE: 1"=100'

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CHECKED BY	DESIGNED BY	REVISOR	DATE
Caltrans					





FENCING		SHIFFER PARK	
DESCRIPTION	DATE	REV	TO FIELD
	5-19-21	1	
DESIGNED BY:		CHECKED BY:	
SCALE: AS SHOWN		PROJECT NO. 1021106	
I-405 IMPROVEMENT PROJECT		PLOT DATE: 6/25/2021	
3100 W. LAKE CENTER DRIVE		SHEET 1 OF 2	
SANTA ANA, CA, 92704		2	
(858) 251-2200			

I-405 IMPROVEMENT PROJECT  
FREEWAY MAINTENANCE AGREEMENT  
SHIFFER PARK  
CITY OF COSTA MESA

SCALE: NO SCALE

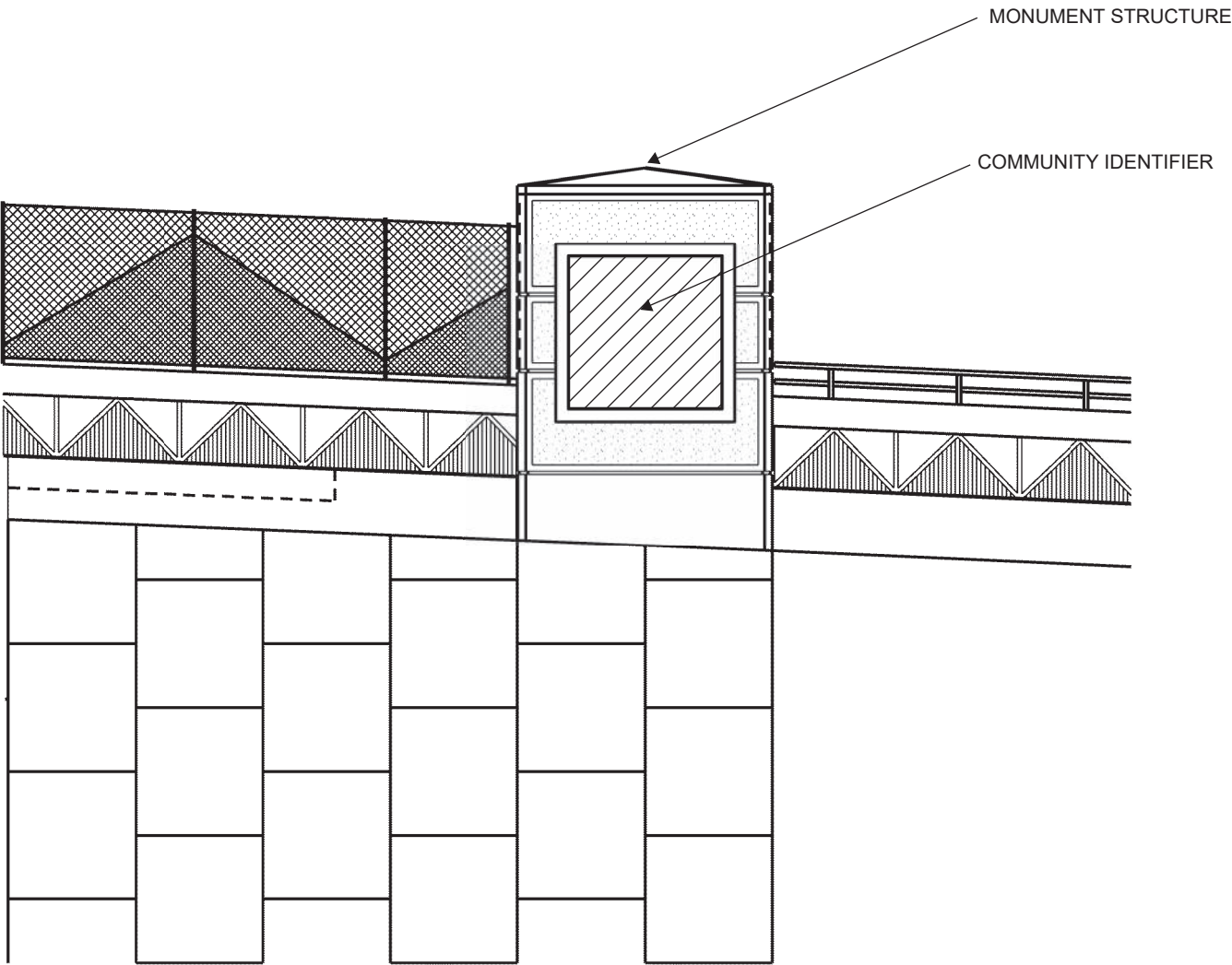
EXHIBIT A5

LEGEND

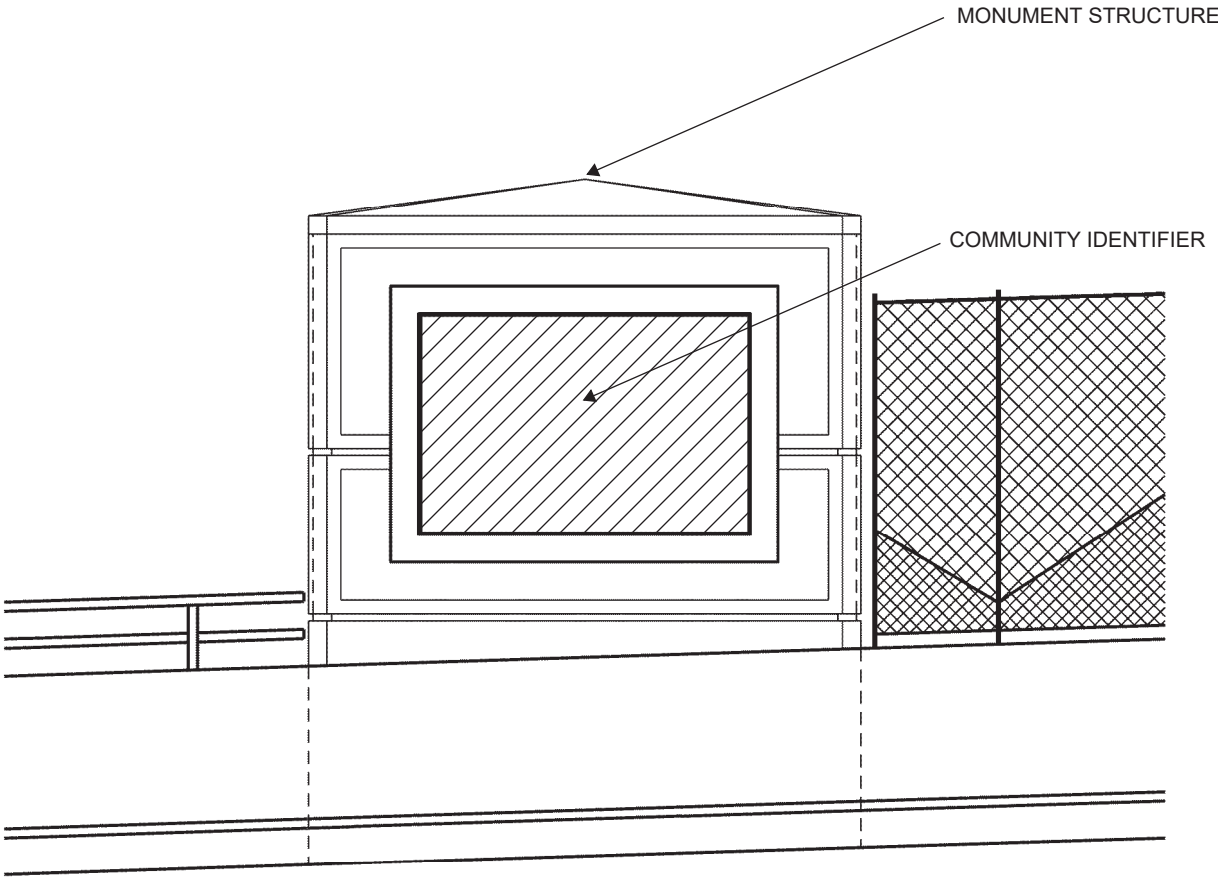


AREA TO BE MAINTAINED BY CITY

NOTE: APPLICABLE TO OVERCROSSINGS AT  
FAIRVIEW RD  
SANTA ANA RIVER BRIDGE



FREEWAY FACING SIDE



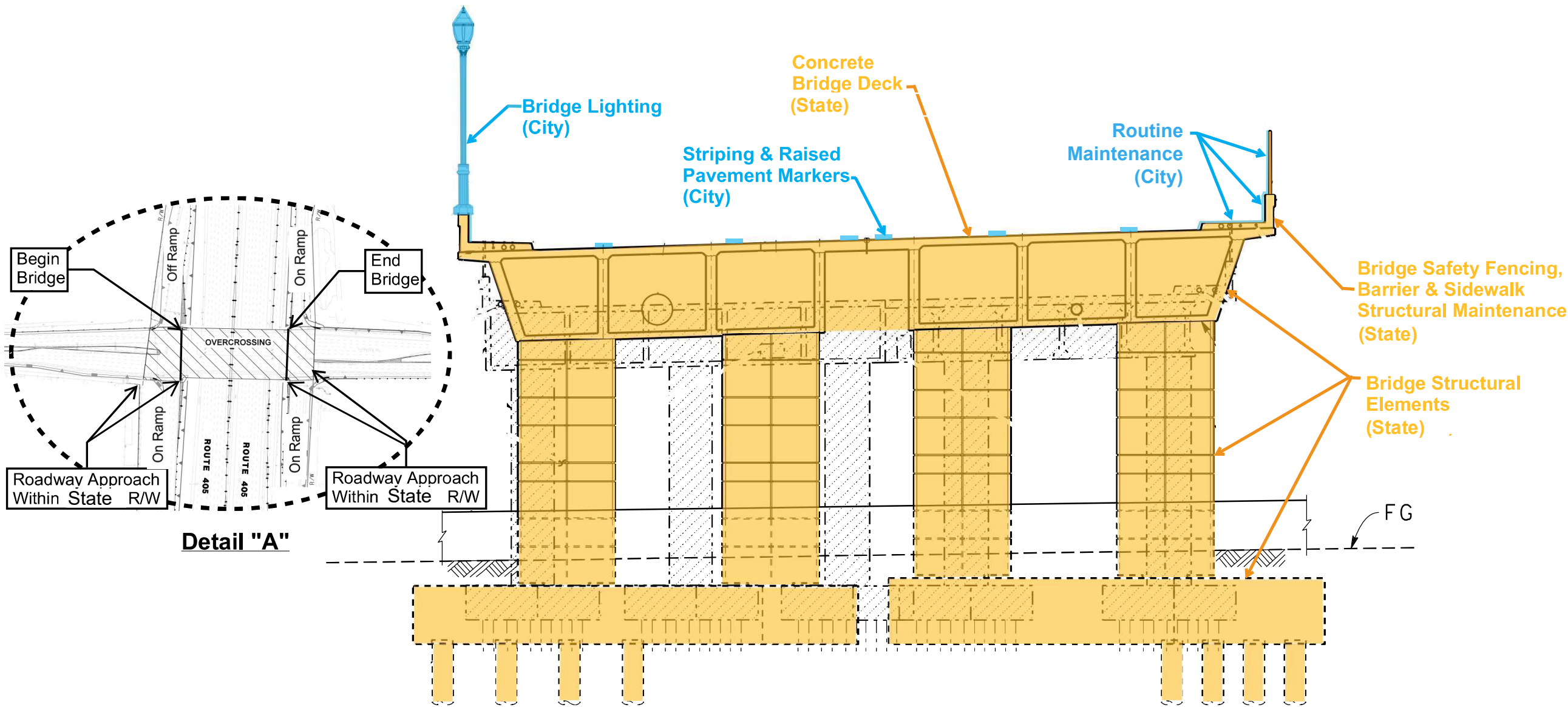
STREET FACING SIDE

I-405 IMPROVEMENT PROJECT  
FREEWAY MAINTENANCE AGREEMENT  
COMMUNITY IDENTIFIER AND MONUMENT STRUCTURE  
CITY OF COSTA MESA

EXHIBIT A6

SCALE: NO SCALE





**Notes**

1. On roadway approaches within State R/W envelope, City is responsible for asphalt pavement and sidewalk (See Detail "A").
2. City roadway signage is the responsibility of the City and freeway signage is the responsibility of the State.
3. Bridge approach slabs are the responsibility of the State.
4. Structural integrity of bridge deck and drains are the responsibility of the State and drainage inlet and grate cleaning are the responsibility of the City.
5. Joint seal assemblies are the responsibility of the State.
6. Encroachment Permit for Routine Maintenance is subject to two (2) years in duration.
7. State is responsible for structural integrity and repairs of the fencing on the Overcrossing.

**Legend**

- City Maintenance Responsibility
- State Maintenance Responsibility

**I-405 IMPROVEMENT PROJECT  
FREEWAY MAINTENANCE AGREEMENT  
OVERCROSSING BRIDGE TYPICAL SECTION  
CITY OF COSTA MESA**

**EXHIBIT A7**

SCALE: NO SCALE

## EXHIBIT C

### Section 27 – Streets and Highways Code: General Provisions

#### State Statute

As used in the General Provisions and in Division 1 (commencing with Section 50), Division 2 (commencing with Section 900), and Division 2.5 (commencing with Section 1800), “*maintenance*” includes any of the following:

- (a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment, and other facility, in the safe and usable condition to which it has been improved or constructed; but does not include reconstruction or other improvement.
- (b) Operation of special safety conveniences and devices and illuminating equipment.
- (c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure, or facility.

The degree and type of maintenance for each highway, or portion thereof, shall be determined at the discretion of the authorities charged with the maintenance thereof, taking into consideration traffic requirements and the moneys available therefor.

AGREEMENT FOR SHARING COST OF STATE HIGHWAY  
ELECTRICAL FACILITIES WITH THE CITY OF COSTA MESA

THIS AGREEMENT, made and executed in duplicate this 21<sup>st</sup> day of June, 1993, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of COSTA MESA hereinafter referred to as "CITY".

W I T N E S S E T H :

AGREEMENT

This Agreement shall supersede any previous AGREEMENT and/or AMENDMENTS thereto for sharing State incurred costs in the CITY with the CITY.

ELECTRICAL

Electrical facilities include flashing beacons, traffic signals, traffic-signal systems, safety lighting and sign lighting on the STATE Highway System.

The cost of maintaining flashing beacons, traffic signals, traffic-signal systems, safety lighting, and sign lighting now in place at the intersection of any State Highway Route and any CITY street/road shall be the responsibility of the State as shown in Exhibit A.

ELECTRICAL ENERGY:

The cost of electrical energy to operate flashing beacons, traffic signals, traffic-signal systems, safety lighting, and sign lighting now in place at the intersection of any STATE Highway Route and any CITY street/road shall be the responsibility of the CITY as shown in Exhibit A.

All energy to operate the facilities as shown on Exhibit A are to be billed directly from the utility company to the CITY.

It is agreed that monthly billings for utility-owned and maintained lighting will be the responsibility of the CITY.

Exhibit A will be amended as necessary by written concurrence of both parties to reflect changes to the system.

#### LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

It is understood and agreed that neither STATE, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4 CITY shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement.

It is understood and agreed that neither City nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4 STATE shall defend, indemnify and save harmless the CITY, all officers and employees from all claims, suits, or actions of every name, kind and descriptions brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement.

This agreement shall become effective June 21, 1993 and shall remain in full force and effect until amended or terminated.

The agreement as above may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF COSTA MESA


BY   
Mayor

Mary T. Elliott - Deputy  
City Clerk

Approved as to Form:  
Thomas Kothel 2-25-93  
City Attorney

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

James W. van Loben Sels  
Director of Transportation

BY   
Chief, Maintenance Branch  
District 12

## Exhibit "A"

Effective June 21, 1993Revised November 15, 2001

## CITY OF Costa Mesa

## ELECTRICAL FACILITIES MAINTENANCE BY STATE

## DISTRIBUTION OF COST

## OPERATION AND MAINTENANCE -100% STATE

## ELECTICAL ENERGY -100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E0377 055 1.01	Industrial Way	<u>Signal</u> P	
		<u>Safety Lights</u> 4 ea. 200W (HPS)	2.0
		<u>Illuminated signs</u> 2-132W (SNB)	4.0
E0378 055 1.23	16th Street	<u>Signal</u> P	
		<u>Safety Lights</u> 4 ea. 200W (HPS)	2.0
		<u>Illuminated signs</u> 2-132W (SNB)	4.0
E0731 055 1.45	17th Street	<u>Signal</u> P	
		<u>Safety Lights</u> 4 ea. 200W (HPS)	2.0
		<u>Illuminated signs</u> 4-132W (SNB)	8.0

## Exhibit "A"

Effective June 21.1993Revised November 15, 2001

## CITY OF Costa Mesa

## ELECTRICAL FACILITIES MAINTENANCE BY STATE

## DISTRIBUTION OF COST

## OPERATION AND MAINTENANCE -100% STATE

## ELECTICAL ENERGY -100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E0380 055 1.67	Rochester	<u>Signal</u> P	
		<u>Safety Lights</u> 4 ea. 200W (HPS)	2.0
		<u>Illuminated signs</u> 2-132W (SNB)	4.0
E0382 055 1.82	Harbor Blvd	<u>Signal</u> P	
		<u>Safety Lights</u> 4 ea. 200W (HPS)	2.0
		<u>Illuminated signs</u> 3-132W (SNB)	6.0
E0873 055 1.89	Broadway	<u>Signal</u> P	
		<u>Safety Lights</u> 3 ea. 200W (HPS)	1.5
		<u>Illuminated signs</u> 2-132W (SNB)	4.0

## Exhibit "A"

Effective June 21, 1993Revised November 15, 2001

CITY OF Costa Mesa

## ELECTRICAL FACILITIES MAINTENANCE BY STATE

## DISTRIBUTION OF COST

OPERATION AND MAINTENANCE -100% STATE

ELECTICAL ENERGY -100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E0383 055 2.02	19th Street	<u>Signal</u> P	
		<u>Safety Lights</u> 4 ea. 200W (HPS)	2.0
		<u>Illuminated signs</u> 4-132W (SNB)	8.0
E0717 055 4.59	Bristol Palisades N/B	<u>Signal</u> P	
		<u>Safety Lights</u> 3 ea. 200W (HPS)	1.5
E0718 055 4.60	Bristol Palisades S/B	<u>Signal</u> P	
		<u>Safety Lights</u> 3 ea. 200W (HPS)	1.5
E0895 055 5.31	Baker N/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0



## Exhibit "A"

Effective June 21, 1993Revised November 15, 2001

## CITY OF Costa Mesa

## ELECTRICAL FACILITIES MAINTENANCE BY STATE

## DISTRIBUTION OF COST

OPERATION AND MAINTENANCE -100% STATE

ELECTICAL ENERGY -100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E0835 055 5.33	Baker S/B	<u>Signal</u> P	
		<u>Safety Lights</u> 3 ea. 200W (HPS)	1.5
E0896 055 5.50	Paularino N/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0
E0587 055 5.53	Paularino S/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0
E1058 073 6.00	Red Hill	<u>Signal</u> P	
		<u>Safety Lights</u> 4 ea. 250W (HPS)	2.0

## Exhibit "A"

Effective June 21, 1993Revised November 15, 2001

## CITY OF Costa Mesa

## ELECTRICAL FACILITIES MAINTENANCE BY STATE

## DISTRIBUTION OF COST

## OPERATION AND MAINTENANCE -100% STATE

## ELECTICAL ENERGY -100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E1197 073 7.30	Bear S/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0
E1299 073 7.30	Bear N/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0
E0807 405 9.51	Bristol @ N/B ramps	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0
E0209 405 9.51	Bristol @ S/B ramps	<u>Signal</u> P	
		<u>Safety Lights</u> 4 ea. 200W (HPS)	2.0
		<u>Illuminated Signs</u> 2-132W (SNE)	4.0

## Exhibit "A"

Effective June 21, 1993Revised November 15, 2001

## CITY OF Costa Mesa

## ELECTRICAL FACILITIES MAINTENANCE BY STATE

## DISTRIBUTION OF COST

## OPERATION AND MAINTENANCE -100% STATE

## ELECTICAL ENERGY -100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E0208 405 10.0	South Coast Dr. N/B	<u>Signal</u> P	
		<u>Safety Lights</u> 4 ea. 200W (HPS)	2.0
		<u>Illuminated Signs</u> 2-132W (SNB)	4.0
E0805 405 10.78	Fairview N/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0
E0756 405 10.80	Fairview S/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0

## Exhibit "A"

Effective June 21, 1993Revised November 15, 2001

CITY OF Costa Mesa

## ELECTRICAL FACILITIES MAINTENANCE BY STATE

## DISTRIBUTION OF COST

OPERATION AND MAINTENANCE -100% STATE

ELECTICAL ENERGY -100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E0211 405 11.29	South Coast/Hyland N/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0
		<u>Illuminated Signs</u> 2-132W (SNB)	4.0
E0893 405 11.44	Harbor S/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0
E0752 405 11.46	Harbor N/B	<u>Signal</u> P	
		<u>Safety Lights</u> 2 ea. 200W (HPS)	1.0

**ADDENDUM NO. 1 TO AGREEMENT  
FOR SHARING COSTS OF STATE HIGHWAY  
ELECTRICAL FACILITIES WITH CITY OF COSTA MESA**

This Agreement, made and executed in duplicate this 10<sup>th</sup> day of February 1997, by and between the State of California, acting by and through the Department of Transportation, herein after referred to as "STATE" and the City of Costa Mesa, hereinafter referred to as "CITY."

**WITNESSETH:**

WHEREAS, the STATE and CITY entered into this Agreement for Sharing Costs of State Highway Electrical Facilities, dated June 21, 1993, ("Agreement"); and

WHEREAS, the STATE has revised Exhibit A to the Agreement, the list of costs shared facilities with the CITY.

NOW, THEREFORE, the STATE and CITY agree as follows:

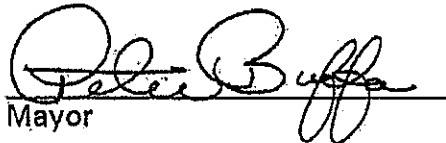
1. Exhibit A to the Agreement is hereby amended by the Exhibit A attached hereto and incorporated herein by this reference.
2. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the day and year first written above.

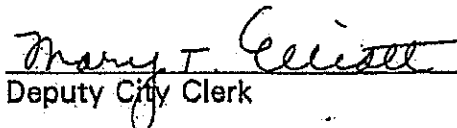
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY OF COSTA MESA

  
\_\_\_\_\_  
Chief, Maintenance Branch  
District No. 12

  
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM  
BY: Thomas Kith 1-23-97  
CITY ATTORNEY'S OFFICE  
CITY OF COSTA MESA

  
\_\_\_\_\_  
Deputy City Clerk

RESOLUTION NO. 97-11

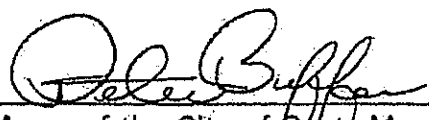
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING ADDENDUM NO. 1 TO AGREEMENT FOR SHARING COST OF STATE HIGHWAY FACILITIES WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

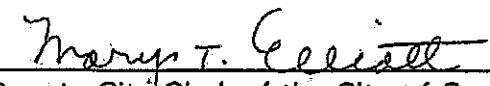
WHEREAS, the City of Costa Mesa will benefit from the sharing of costs of State highway electrical facilities with the State of California, Department of Transportation, which are common to both City streets and State highways;

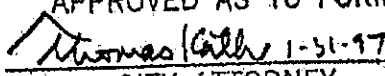
NOW, THEREFORE, BE IT RESOLVED that Addendum No. 1 to the Agreement for Sharing Costs of State Highway Electrical Facilities with the City of Costa Mesa is hereby approved and the Mayor and City Clerk are authorized to execute Addendum No. 1, attached hereto as Exhibit A and incorporated herein by this reference.

PASSED AND ADOPTED this 3<sup>rd</sup> day of February, 1997.

  
Mayor of the City of Costa Mesa

ATTEST:

  
Deputy City Clerk of the City of Costa Mesa

APPROVED AS TO FORM  
 1-31-97  
CITY ATTORNEY

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

I, MARY T. ELLIOTT, Deputy City Clerk and ex-officio Clerk of the City Council of the City of Costa Mesa, hereby certify that the above and foregoing Resolution No. 97-11 was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on the 3<sup>rd</sup> day of February, 1997.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Costa Mesa this 4<sup>th</sup> day of February, 1997.

Mary T. Elliott  
Deputy City Clerk and ex-officio Clerk of  
the City Council of the City of Costa Mesa

The foregoing instrument is a correct copy  
of the original on file in this office.

ATTEST: Mary T. Elliott - Deputy  
CITY CLERK OF THE CITY OF COSTA MESA  
COUNTY OF ORANGE, STATE OF CALIFORNIA

DATED: February 4, 1997

EXCERPT  
MINUTES OF THE CITY COUNCIL OF  
THE CITY OF COSTA MESA, CALIFORNIA

A regular meeting of the City Council of the City of Costa Mesa was held on June 7, 1993, at 6:30 p.m., in the Council Chambers of City Hall, 77 Fair Drive, Costa Mesa.

PRESENT: Mayor Sandra Genis, Vice Mayor Jay Humphrey, Council Member Mary Hornbuckle, Council Member Peter Buffa, and Council Member Joe Erickson

ABSENT: None

"The Deputy City Clerk presented from the meeting of April 5, 1993, an agreement with the State of California to share electrical facilities costs on the State highway system in the City of Costa Mesa; and a resolution approving the agreement for cost sharing of State Highways in the City of Costa Mesa.

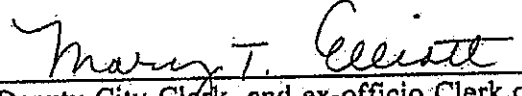
"On motion by Council Member Hornbuckle, seconded by Council Member Erickson, and carried 5-0, the agreement was approved, and the Mayor and Deputy City Clerk were authorized to sign on behalf of the City; and Resolution 93-44, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING AGREEMENT FOR COST-SHARING OF STATE HIGHWAYS IN THE CITY OF COSTA MESA, was adopted."

ADJOURNMENT: The Mayor declared the meeting adjourned at 10:30 p.m.

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

I, MARY T. ELLIOTT, Deputy City Clerk and ex-officio Clerk of the City Council of the City of Costa Mesa, hereby certify the foregoing to be a full, true, and correct copy of the minute entry on record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Costa Mesa this 11th day of June, 1993.

  
Deputy City Clerk and ex-officio Clerk of  
the City Council of the City of Costa Mesa



RESOLUTION NO. 93-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING AGREEMENT FOR COST-SHARING OF STATE HIGHWAYS IN THE CITY OF COSTA MESA.

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE  
AS FOLLOWS:

WHEREAS, the State of California, through its Department of Transportation, has presented an agreement for cost-sharing of the State highway in the City of Costa Mesa effective as of June 21, 1993 and to remain in effect until amended or terminated; and


WHEREAS, the City Council has heard/read said agreement in full and is familiar with the contents thereof;

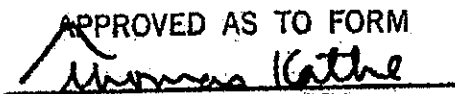
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa that said agreement for cost-sharing of the State highway in the City is hereby approved, and the Mayor and the City Clerk are directed to sign the same on behalf of said City.

PASSED AND ADOPTED this 7th day of June, 1993.

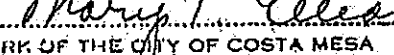
  
Mayor of the City of Costa Mesa

ATTEST:

  
Deputy City Clerk of the City of Costa Mesa

APPROVED AS TO FORM  
  
CITY ATTORNEY

The foregoing instrument is a correct copy  
of the original on file in this office.

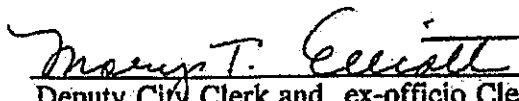
ATTEST:   
CITY CLERK OF THE CITY OF COSTA MESA  
COUNTY OF ORANGE, STATE OF CALIFORNIA

DATED: June 10, 1993

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

I, MARY T. ELLIOTT, Deputy City Clerk and ex-officio Clerk of the City Council of the City of Costa Mesa, hereby certify that the above and foregoing Resolution No. 93-44 was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on the 7th day of June, 1993.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Costa Mesa this 8th day of June, 1993.

  
Deputy City Clerk and ex-officio Clerk of  
the City Council of the City of Costa Mesa

## EXHIBIT "A"

Revised July 1, 1996

## CITY OF COSTA MESA

## ELECTRICAL FACILITIES MAINTENANCE BY THE STATE

## Distribution of Costs

Operation and Maintenance - 100% STATE

Electrical energy - 100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi.</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E-0377 055 1.01	Industrial Way	<u>Signal</u> Type "P"	
		<u>Safety Lights</u> 4-200W (HPS)	2.0
		<u>Illuminated Signs</u> 2-132W (SNB)	4.0
E-0378 1.23 055	16th St.	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 4-200W (HPS)	2.0
		<u>Illuminated Signs</u> 2-132W (SNB)	4.0
E-0731 055 1.45	17th St.	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 4-200W (HPS)	2.0
		<u>Illuminated Signs</u> 4-132W (SNB)	8.0

## EXHIBIT "A"

Revised July 1, 1996

## CITY OF COSTA MESA

## ELECTRICAL FACILITIES MAINTENANCE BY THE STATE

## Distribution of Costs

Operation and Maintenance - 100% STATE

Electrical energy - 100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi.</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E-0380 055 1.67	Rochester	<u>Signal</u> Type "P"	
		<u>Safety Lights</u> 4-200W (HPS)	2.0
		<u>Illuminated Signs</u> 2-132W (SNB)	4.0
E-0382 055 1.82	Harbor Blvd.	<u>Signal</u> Type "P"	
		<u>Safety Lights</u> 4-200W (HPS)	2.0
		<u>Illuminated signs</u> 3-132W (SNB)	6.0

## EXHIBIT "A"

Revised July 1, 1996

## CITY OF COSTA MESA

## ELECTRICAL FACILITIES MAINTENANCE BY THE STATE

## Distribution of Costs

Operation and Maintenance - 100% STATE

Electrical energy - 100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi.</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E-0873 055 1.89	Broadway	<u>Signal</u> Type "P"	
		<u>Safety Lights</u> 3-200W (HPS)	1.5
		<u>Illuminated Signs</u> 2-132W (SNB)	4.0
E-0383 055 2.02	19th St.	<u>Signal</u> Type "P"	
		<u>Safety Lights</u> 4-200W (HPS)	2.0
		<u>Illuminated Signs</u> 4-132W SNB)	8.0
E-0717 55 4.59	Bristol- Palasades N/B	<u>Signal</u> Type "P"	
		<u>Safety Lights</u> 3-200W (HPS)	1.5

## EXHIBIT "A"

Revised July 1, 1996

## CITY OF COSTA MESA

## ELECTRICAL FACILITIES MAINTENANCE BY THE STATE

## Distribution of Costs

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Electrical energy - 100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi.</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E-0718 055 4.60	Bristol- Palisades S/B	<u>Signal</u> Type "P"	
		<u>Safety Lights</u> 3-200W (HPS)	1.5
E-0895 055 5.31	Baker N/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 2-200W (HPS)	1.0
E-0835 055 5.33	Baker S/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 3-200W (HPS)	1.5
E-0896 055 5.50	Paularino N/B	<u>Signal</u> Type "P"	
		<u>Safety Lights</u> 2-200W (HPS)	1.0

## EXHIBIT "A"

Revised July 1, 1996

## CITY OF COSTA MESA

## ELECTRICAL FACILITIES MAINTENANCE BY THE STATE

## Distribution of Costs

Operation and Maintenance - 100% STATE

Electrical energy - 100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi.</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E-0587 055 5.53	Paularino S/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 2-200W (HPS)	1.0
E-1058 073 6.00	Red Hill	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 4-250W (HPS)	2.0
E-1197 073 7.30	Bear S/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 2-200W (HPS)	1.0
E-1299 073 7.30	Bear N/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 2-200W HPS)	1.0

## EXHIBIT "A"

Revised July 1, 1996

## CITY OF COSTA MESA

## ELECTRICAL FACILITIES MAINTENANCE BY THE STATE

## Distribution of Costs

Operation and Maintenance - 100% STATE

Electrical energy - 100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi.</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E-0807 405 9.51	Bristol @ N/B ramps	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 2-200W (HPS)	1.0
E-0209 405 9.51	Bristol @ S/B ramps	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 4-200W (HPS)	2.0
		<u>Illuminated Signs</u> 2-132W (SNB)	4.0
E-0208 405 10.00	South Coast Dr. N/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 4-200W (HPS)	2.0
		<u>Illuminated Signs</u> 2-132W (SNB)	4.0



## EXHIBIT "A"

Revised July 1, 1996

## CITY OF COSTA MESA

## ELECTRICAL FACILITIES MAINTENANCE BY THE STATE

## Distribution of Costs

Operation and Maintenance - 100% STATE

Electrical energy - 100% CITY

<u>E-Number</u> <u>Route</u> <u>Post Mi.</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Unit</u>
E-0805 405 10.78	Fairview N/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 2-200W (HPS)	1.0
E-0756 405 10.80	Fairview S/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 2-200W (HPS)	1.0
E-0893 405 11.44	Harbor S/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 2-200W (HPS)	1.0
E-0752 405 11.46	Harbor N/B	<u>Signal</u> Type "P"	
		<u>Safety Lighting</u> 2-200W (HPS)	1.0

Sheet 1 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Units</u> <u>(Acct)</u>	<u>Cost Distr</u> <u>State/City</u>
					<u>Maint/Energy</u>
E-0377 (1.01)	55	Industrial Way	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 4-200W (HPS)	2.0	100 100
			<u>Illuminated Signs</u> 2-132W (SNB)	4.0	100 100
E-0378 (1.23)	55	16th St.	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 4-200W (HPS)	2.0	100 100
			<u>Illuminated Signs</u> 2-132W (SNB)	4.0	100 100
E-0731 (1.45)	55	17th St.	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 4-200W (HPS)	2.0	100 100
			<u>Illuminated Signs</u> 4-132W (SNB)	8.0	100 100

Sheet 2 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Units</u> <u>(Acct)</u>	<u>Cost Distr</u> <u>State/City</u>
					<u>Maint/Energy</u>
E-0380 (1.67)	55	Rochester	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 4-200W (HPS)	2.0	100 100
			<u>Illuminated Signs</u> 2-132W (SNB)	4.0	100 100
E-0382 (1.82)	55	Harbor	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 4-200W (HPS)	2.0	100 100
			<u>Illuminated Signs</u> 3-132W (SNB)	6.0	100 100
E-0873 (1.89)	55	Broadway	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100
			<u>Illuminated Signs</u> 2-132W (SNB)	4.0	100 100

Sheet 3 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Units</u> <u>(Acct)</u>	<u>Cost Distr</u> <u>State/City</u>
					<u>Maint/Energy</u>
E-0383 (2.02)	55	19th St.	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 4-200W (HPS)	2.0	100 100
			<u>Illuminated Signs</u> 4-132W (SNB)	8.0	100 100
E-0384 (2.40)	55	Bay St N/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	
			<u>Illuminated Signs</u> 4-132W (SNB)	2.0	100 100
E-0385 (2.41)	55	Bay St S/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100
			<u>Illuminated Signs</u> 3-132W (SNB)	6.0	100 100

Sheet 4 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Units</u> <u>(Acct)</u>	<u>Cost Distr</u> <u>State/City</u>	<u>Maint/Energy</u>
E-0386 (2.76)	55	22nd N/B	<u>Signal</u> "p"		100	100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100	100
			<u>Illuminated Signs</u> 2-132W (SNB)	4.0	100	100
E-0387 (2.78)	55	22nd S/B Victoria	<u>Signal</u> "p"		100	100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100	100
			<u>Illuminated Signs</u> 2-132W (SNB)	4.0	100	100
E-0388 (2.85)	55	Fairview	<u>Signal</u> "p"		100	100
			<u>Safety Lights</u> 3-200W (SV)	1.5	100	100
			<u>Illuminated Signs</u> 1-132W (SNB)	2.0	100	100

Sheet 5 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Units (Acct)</u>	<u>Cost Distr</u> <u>State/City</u>
					<u>Maint/Energy</u>
E-0042 (3.15)	55	Wilson S/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 5-200W (HPS)	2.5	100 100
E-0041 (3.15)	55	Wilson N/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100
			<u>Illuminated Signs</u> 1-132 (SNB)	2.0	100 100
E-0391 (3.26)	55	Santa Isabel N/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100
			<u>Illuminated Signs</u> 1-132 (SNB)	2.0	100 100

Sheet 6 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Units (Acct)</u>	<u>Cost Distr</u> <u>State/City</u>
					<u>Maint/Energy</u>
E-0392 (3.27)	55	Santa Isabel S/B Vanguard	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 4-200W (HPS)	2.0	100 100
			<u>Illuminated Signs</u> 2-132W (SNB)	4.0	100 100
E-0394 (3.86)	55	Del Mar N/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100
			<u>Illuminated Signs</u> 2-132W (SNB)	4.0	100 100
E-0393 (3.87)	55	Del Mar S/B Fair	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100
			<u>Illuminated Signs</u> 3-132W (SNB)	6.0	100 100

Sheet 7 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-73  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Units</u> <u>(Acct)</u>	<u>Cost Distr</u> <u>State/City</u>
					<u>Maint/Energy</u>
E-0395 (4.03)	55	Mesa N/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100
			<u>Illuminated Signs</u> 1-132W (SNB)	2.0	100 100
E-0396 (4.04)	55	Mesa S/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 4-200W (HPS)	2.0	100 100
			<u>Illuminated Signs</u> 1-132W (SNB)	2.0	100 100
E-0717 (4.59)	55	Bristol- Palasades N/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100



Sheet 8 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Units</u> <u>(Acct)</u>	<u>Cost Distr</u> <u>State/City</u>
					<u>Maint/Energy</u>
E-0718 (4.60)	55	Bristol/B -Palisades S/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100
E-0895 (5.31)	55	Baker N/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100 100
E-0835 (5.33)	55	Baker S/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 3-200W (HPS)	1.5	100 100

Sheet 9 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Units</u> <u>(Acct)</u>	<u>Cost Distr</u> <u>State/City</u>
					<u>Maint/Energy</u>
E-0896 (5.50)	55	Paularino N/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100 100
E-0587 (3.86)	55	Paularino S/B	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100 100
E-1058 (6.00)	73	Red Hill	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 4-250W (HPS)	2.0	100 100

Sheet 10 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Units</u> <u>(Acct)</u>	<u>Cost Distr</u> <u>State/City</u>	<u>Maint/Energy</u>
E-1197 (7.30)	73(S/B)	Bear	<u>Signal</u> "p"		100	100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100	100
E-1299 (7.30)	73(N/B)	Bear	<u>Signal</u> "p"		100	100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100	100
E-0807 (4.04)	405(W/B)	Bristol	<u>Signal</u> "p"		100	100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100	100
E-0805 (10.78)	405(N/B)	Fairview	<u>Signal</u> "p"		100	100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100	100

Sheet 11 of 11

EXHIBIT "A"  
CITY OF COSTA MESA  
5312

Effective 6-21-93  
Revised \_\_\_\_\_

ELECTRICAL FACILITIES OPERATION AND MAINTENANCE  
COST DISTRIBUTION

Billed and Maintained by the STATE

<u>"E" Number</u> <u>Post Mi.</u>	<u>Rte</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	<u>Units</u> <u>(Acct)</u>	<u>Cost Distr</u> <u>State/City</u>
					<u>Maint/Energy</u>
E-0756 (10.80)	405(S/B)	Fairview	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100 100
E-0893 (11.44)	405(S/B)	Harbor	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100 100
E-0752 (11.46)	405(N/B)	Harbor	<u>Signal</u> "p"		100 100
			<u>Safety Lights</u> 2-200W (HPS)	1.0	100 100

**AGREEMENT FOR SHARING COST OF STATE HIGHWAY  
ELECTRICAL FACILITIES WITH CITY OF COSTA MESA**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of COSTA MESA, hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the CITY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any CITY street/road shall be shared as shown in Exhibit "A".

The PARTIES agreed to enter a three (3) year pilot agreement to implement a proportional cost-sharing arrangement for traffic signal maintenance located within the I-405 freeway proper. Existing cost-sharing arrangements at other locations remain in effect. Approaching the conclusion of the pilot period, the STATE shall convene the PARTIES to initiate a joint review of the arrangement to determine future cost-sharing strategies.

NOW THEREFORE IT IS AGREED:

1. Basis for Billing:

- 1.1. It is agreed that monthly billings for flashing-beacons, traffic-signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:
  - 1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
  - 1.1.2. Electrical energy
- 1.2. It is agreed that quarterly billings for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each quarter. Costs are as follows:
  - 1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
  - 1.2.2. Electrical energy
- 1.3. It is agreed that quarterly billings invoiced to CITY for STATE-owned and maintained electrical facilities identified in Exhibit "A" will be based on actual costs paid by

STATE, when derived from utility company billings. STATE will bill CITY quarterly in arrears for any CITY share of electrical facilities expenses shown in Exhibit "A".

2. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.
3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by CITY.

#### 4. LEGAL RELATIONS AND RESPONSIBILITIES

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
  - 4.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with exception of those actions of STATE necessary to cure a noticed default on the part of the CITY.
  - 4.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY/COUNTY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
5. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.
  6. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect for three (3) years from the effective date. This agreement may also be amended, terminated at any time upon mutual consent of the PARTIES or terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF COSTA MESA

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Mayor/Chairmen

TOKS OMISHAKIN  
Director of Transportation

Initiated and Approved

By: \_\_\_\_\_  
City/County Manager

By: \_\_\_\_\_  
Roberta C. Hettick, P.E.  
Deputy District Director  
Operations and Maintenance  
District 12

ATTEST:

By: \_\_\_\_\_  
City/County Clerk

By: \_\_\_\_\_  
City/County Attorney

# EXHIBIT "A"

Revised: Oct 10, 2025

## CITY OF COSTA MESA ELECTRICAL FACILITIES MAINTENANCE BY STATE DISTRIBUTION OF COST STATE OWNED AND MAINTAINED

E-Number	Route			Cost Distribution	
<u>Post Mile</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Unit</u>	<u>State (%)</u>	<u>City (%)</u>
<b>FOR I-405 ONLY</b> – COST DISTRIBUTION FOR MAINTENACE, OPERATIONS AND ENERGY ARE DISTRIBUTED PORPORTIONALLY BETWEEN STATE AND CITY.					
E0301	I-405 NB	<u>Signal</u>			
405	Anton off ramp	Type "P"		33	67
9.10					
		<u>Intersection Light</u>			
		Type "E"			
		2-LED	0.8	33	67
		<u>Illuminated Signs</u>			
		Type "G"			
		2-SNB	4.0	0	100
E0212	I-405 NB off-ramp	<u>Signal</u>			
405	Avenue of the Arts	Type "P"		25	75
9.22					
		<u>Intersection Light</u>			
		Type "E"			
		4-LED	1.6	25	75
E0807	I-405 NB	<u>Signal</u>			
405	Bristol off ramp	Type "P"		25	75
9.51					
		<u>Intersection Light</u>			
		Type "E"			
		4-LED	1.6	25	75
		<u>Illuminated Signs</u>			
		Type "G"			
		2-SNB	4.0	0	100



# EXHIBIT "A"

Revised: Oct 10, 2025

## CITY OF COSTA MESA ELECTRICAL FACILITIES MAINTENANCE BY STATE DISTRIBUTION OF COST STATE OWNED AND MAINTAINED

E-Number	Route				Cost Distribution	
	<u>Post Mile</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Unit</u>	<u>State (%)</u>	<u>City (%)</u>
E0209		I-405 SB	<u>Signal</u>			
405		Bristol	Type "P"		33	67
9.50			<u>Intersection Light</u>			
			Type "E"			
			4-LED	1.6	33	67
			<u>Illuminated Signs</u>			
			Type "G"			
			2-SNB	4.0	0	100
E0208		I-405 NB off-ramp	<u>Signal</u>			
405		South Coast Dr	Type "P"		33	67
10.3			<u>Intersection Light</u>			
			Type "E"			
			4-LED (165W)	2.0	33	67
			<u>Illuminated Signs</u>			
			Type "G"			
			2-SNB	4.0	0	100
E0805		I-405 NB	<u>Signal</u>			
405		Fairview	Type "P"		50	50
10.78			<u>Intersection Light</u>			
			Type "E"			
			7-LED (235W)	4.2	50	50
			<u>Illuminated Signs</u>			
			Type "G"			
			2-SNB	4.0	0	100

# EXHIBIT "A"

Revised: Oct 10, 2025

## CITY OF COSTA MESA ELECTRICAL FACILITIES MAINTENANCE BY STATE DISTRIBUTION OF COST STATE OWNED AND MAINTAINED

E-Number	Route				Cost Distribution	
	<u>Post Mile</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Unit</u>	<u>State (%)</u>	<u>City (%)</u>
E0756		I-405 SB	<u>Signal</u>			
405		Fairview	Type "P"		50	50
10.80						
			<u>Intersection Light</u>			
			Type "E"			
			5-LED (235W)	3.0	50	50
			<u>Illuminated Signs</u>			
			Type "G"			
			2-SNB	4.0	0	100
E0170		Susan St	<u>Signal</u>			
405		NB off-ramp	Type "P"		33	67
11.2						
			<u>Intersection Light</u>			
			Type "E"			
			3-LED	1.2	33	67
			<u>Illuminated Signs</u>			
			Type "G"			
			3-SNB	6.0		100
E0893		I-405 SB	<u>Signal</u>			
405		Harbor	Type "P"		33	67
11.44						
			<u>Intersection Light</u>			
			Type "E"			
			5-LED (235W)	3.0	33	67
			<u>Illuminated Signs</u>			
			Type "G"			
			1-SNB	1.0	0	100

# EXHIBIT "A"

Revised: Oct 10, 2025

## CITY OF COSTA MESA ELECTRICAL FACILITIES MAINTENANCE BY STATE DISTRIBUTION OF COST STATE OWNED AND MAINTAINED

E-Number				Cost Distribution	
Route				State (%)	City (%)
<u>Post Mile</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Unit</u>		
E0752	I-405 NB	<u>Signal</u>			
405	Harbor	Type "P"		33	67
11.46					
		<u>Intersection Light</u>			
		Type "E"			
		4-LED	1.6	33	67
		<u>Illuminated Signs</u>			
		Type "G"			
		1-SNB	2.0	0	100
E0211	I-405 NB on-ramp	<u>Signal</u>			
405	South Coast/Hyland	Type "P"		33	67
11.8					
		<u>Intersection Light</u>			
		Type "E"			
		3-LED (165W)	1.2	33	67
		<u>Illuminated Signs</u>			
		Type "G"			
		2-SNB	4.0	0	100

# EXHIBIT "A"

Revised: Oct 10, 2025

## CITY OF COSTA MESA ELECTRICAL FACILITIES MAINTENANCE BY STATE DISTRIBUTION OF COST STATE OWNED AND MAINTAINED

E-Number	Route				Cost Distribution	
<u>Post Mile</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Unit</u>	<u>State (%)</u>	<u>City (%)</u>	
<b>FOR SR-55 &amp; SR-73 - COST DISTRIBUTION = 100% STATE ON OPERATIONS &amp; MAINTENANCE; 100% CITY ON ENERGY</b>						
				Maintenance	Energy	
E0377	SR 55	<u>Signal</u>				
055	Newport and	Type "P"		100	100	
1.01	Industrial Way					
			<u>Intersection Light</u>			
			Type "E"			
			6-LED	2.4	100	100
			<u>Illuminated Signs</u>			
			Type "G"			
			4-SNB	8.0	100	100
				Maintenance	Energy	
E0378	SR 55	<u>Signal</u>				
055	Newport and	Type "P"		100	100	
1.23	16 <sup>th</sup> Street					
			<u>Intersection Light</u>			
			Type "E"			
			6-LED	2.4	100	100
			<u>Illuminated Signs</u>			
			Type "G"			
			4-SNB	8.0	100	100

# EXHIBIT "A"

Revised: Oct 10, 2025

## CITY OF COSTA MESA ELECTRICAL FACILITIES MAINTENANCE BY STATE DISTRIBUTION OF COST STATE OWNED AND MAINTAINED

E-Number Route <u>Post Mile</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Unit</u>	Cost Distribution	
				<u>State (%)</u> Maintenance	<u>City (%)</u> Energy
E0731 055 1.45	SR 55 Newport and 17 <sup>th</sup> Street	<u>Signal</u>			
		Type "P"		100	100
		<u>Intersection Light</u>			
		Type "E"			
		5-LED	2.0	100	100
		<u>Illuminated Signs</u>			
		Type "G"			
		4-SNB	8.0	100	100
E0380 055 1.67	SR 55 Newport and Rochester	<u>Signal</u>			
		Type "P"		100	100
		<u>Intersection Light</u>			
		Type "E"			
		5-LED	2.0	100	100
		<u>Illuminated Signs</u>			
		Type "G"			
		4-SNB	8.0	100	100
E0382 055 1.82	SR 55 Newport and Harbor Blvd	<u>Signal</u>			
		Type "P"		100	100
		<u>Intersection Light</u>			
		Type "E"			
		4-LED	1.6	100	100
		<u>Illuminated Signs</u>			
		Type "G"			
		3-SNB	6.0	100	100

# EXHIBIT "A"

Revised: Oct 10, 2025

## CITY OF COSTA MESA ELECTRICAL FACILITIES MAINTENANCE BY STATE DISTRIBUTION OF COST STATE OWNED AND MAINTAINED

E-Number Route <u>Post Mile</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Unit</u>	Cost Distribution	
				<u>State (%)</u> Maintenance	<u>City (%)</u> Energy
E0873 055 1.89	SR 55 Broadway	<u>Signal</u>			
		Type "P"		100	100
		<u>Intersection Light</u>			
		Type "E"			
		4-LED	1.6	100	100
		<u>Illuminated Signs</u>			
E0383 055 2.02	SR 55 Newport and 19 <sup>th</sup> Street	<u>Signal</u>			
		Type "P"		100	100
		<u>Intersection Light</u>			
		Type "E"			
		4-LED	1.6	100	100
		<u>Illuminated Signs</u>			
E0895 055 5.31	SR 55 NB Baker	<u>Signal</u>			
		Type "P"		100	100
		<u>Intersection Light</u>			
		Type "E"			
		3-LED	1.2	100	100
		<u>Illuminated Signs</u>			
		Type "G"			
		1-SNB	2.0	100	100

# EXHIBIT "A"

Revised: Oct 10, 2025

## CITY OF COSTA MESA ELECTRICAL FACILITIES MAINTENANCE BY STATE DISTRIBUTION OF COST STATE OWNED AND MAINTAINED

E-Number Route <u>Post Mile</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution		
			<u>Unit</u>	<u>State (%)</u>	<u>City (%)</u>
				Maintenance	Energy
E0835	SR 55 SB	<u>Signal</u>			
055	Baker	Type "P"		100	100
5.33					
		<u>Intersection Light</u>			
		Type "E" – 3-LED	1.2	100	100
		Type "L" – 1-LED	0.4	100	100
		<u>Illuminated Signs</u>			
		Type "G"			
		1-SNB	2.0	100	100
E0896	SR 55 NB	<u>Signal</u>			
055	Paularino	Type "P"		100	100
5.50					
		<u>Intersection Light</u>			
		Type "E"			
		3-LED	1.2	100	100
		<u>Illuminated Signs</u>			
		Type "G"			
		1-SNB	2.0	100	100
E0587	SR 55 SB	<u>Signal</u>			
055	Paularino	Type "P"		100	100
5.53					
		<u>Intersection Light</u>			
		Type "E"			
		3-LED	1.2	100	100
		<u>Illuminated Signs</u>			
		Type "G"			
		1-SNB	2.0	100	100

# EXHIBIT "A"

Revised: Oct 10, 2025

## CITY OF COSTA MESA ELECTRICAL FACILITIES MAINTENANCE BY STATE DISTRIBUTION OF COST STATE OWNED AND MAINTAINED

E-Number Route <u>Post Mile</u>	<u>Location</u>	<u>Type of Facility</u>	<u>Unit</u>	Cost Distribution	
				<u>State (%)</u> Maintenance	<u>City (%)</u> Energy
E1197 073 7.30	SR 73 Bear SB	<u>Signal</u>			
		Type "P"		100	100
		<u>Intersection Light</u>			
		Type "E"			
		4-LED	1.6	100	100
		<u>Illuminated Signs</u>			
		Type "G"			
		1-SNB	2.0	100	100
E1299 073 7.30	SR 73 Bear NB	<u>Signal</u>			
		Type "P"		100	100
		<u>Intersection Light</u>			
		Type "E"			
		4-LED	1.6	100	100
		<u>Illuminated Signs</u>			
		Type "G"			
		1-SNB	2.0	100	100





# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

**File #:** 25-589

**Meeting Date:** 12/2/2025

**TITLE:**

**ADAMS AVENUE BICYCLE FACILITY PROJECT (FROM HARBOR BOULEVARD TO FAIRVIEW ROAD), FEDERAL PROJECT NO. STPL-5312(108), CITY PROJECT NO. 25-11**

**DEPARTMENT: PUBLIC WORKS DEPARTMENT/TRANSPORTATION SERVICES  
DIVISION**

**PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

**CONTACT INFORMATION: PAUL MARTIN, TRANSPORTATION SERVICES MANAGER  
(714) 754-5343**

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Adopt plans, specifications, and working details for the Adams Avenue Bicycle Facility Project (From Harbor Boulevard to Fairview Road), Federal Project No. STPL-5312(108), City Project No. 25-11, and find the project categorically exempt from CEQA.
2. Approve a Public Works Agreement (PWA) in the amount of \$2,268,636, and a ten percent (10%) contingency in the amount of \$226,864 to Excel Paving Company, 2230 Lemon Avenue, Long Beach CA 90806.
3. Approve a Professional Services Agreement (PSA) in the amount of \$241,374 and a ten percent (10%) contingency in the amount of \$24,137, to Z&K Consultants, Inc., 17130 Van Buren Blvd. #122, Riverside, CA 92504, for construction management and inspection support services for the Adams Avenue Bicycle Facility Project.
4. Authorize the City Manager and the City Clerk to execute the PWA and the PSA and any future amendments to the agreements within Council authorized limits.

**ENVIRONMENTAL DETERMINATION:**

The proposed project is exempt from the California Environmental Quality Act (CEQA). The project involves an organizational or administrative activity of government that will not result in direct or indirect physical change in the environment. The proposed project is categorically exempt under Section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities. A Notice of Exemption was prepared by City Staff, was posted to the Office of Planning and Research on August 3, 2023, and was filed and posted at the Orange County Clerk-Recorder Department on August 10, 2023.

The proposed project is categorically excluded from the National Environmental Policy Act (NEPA). Per the Code of Federal Regulations 23 CFR 771.117(c)(3), the construction of bicycle and pedestrian lanes, paths, and facilities are considered actions that meet the criteria for categorical exclusions from NEPA and are deemed to not have any significant environmental impacts. A Preliminary Environmental Study classifying the project as categorically excluded was submitted to the California Department of Transportation (Caltrans) on February 3, 2025. On March 20, 2025, Caltrans provided concurrence with the NEPA determination of Categorical Exclusion.

### **BACKGROUND:**

The Adams Avenue Bicycle Facility Project (From Harbor Boulevard to Fairview Road), Federal Project No. STPL-5312(108), City Project No. 25-11 (Project), is a federally funded project that seeks to improve bicyclist accessibility and safety. It provides enhanced bikeways along Adams Avenue from Harbor Boulevard to Fairview Road that provide improved mobility consistent with the City's adopted Active Transportation Plan (ATP).

The Project will narrow the raised center medians to provide enhanced bike facilities without reducing the number of vehicular lanes along Adams Avenue. From Harbor Boulevard to Pinecreek Drive, the project will construct new Cycle Track bikeways on both sides of Adams Avenue. From Pinecreek Drive to Fairview Road, the project will construct a new Cycle Track along eastbound Adams Avenue and a new Class II Buffered Bike Lane along westbound Adams Avenue adjacent to existing on-street parking. The Project will also include slurry seal, new landscaping and irrigation, new streetlighting, green bicycle markings, and traffic signal and bikeway modifications at the intersection of Adams Avenue and Fairview Road.

The new bicycle facilities will connect to the City's award-winning multi-use bicycle and pedestrian pathways constructed at the intersection of Adams Avenue and Pinecreek Drive that finished construction in May 2025. These new improvements will create a continuous low-stress bikeway from Harbor Boulevard to Fairview Road and will improve mobility and connectivity to Orange Coast College (OCC) and the surrounding neighborhoods.

The Project is being implemented in partnership with OCC. Staff made presentations to the OCC Facilities Committee during various stages of design and received support for project implementation. The City's Active Transportation Committee (ATC) also reviewed the project design plans at various stages and provided input and approval for the Project. A community outreach meeting was also held for the project during the design phase, where the public voiced support and provided input.

The contractor is required to complete all tasks necessary to perform the scope of work as outlined in the contract documents, plans, and specifications. A copy of the specifications and working details are available for review in the Office of the City Clerk.

City Staff issued a Request for Proposals (RFP) to select a well-qualified consultant to lead the construction management and inspection operations of this project. A copy of the RFP is available for review in the Office of the City Clerk.

**ANALYSIS:****Project Construction:**

The City received and opened six (6) bids for this project on October 15, 2025. Excel Paving Company (Excel), is the apparent low bidder with a base bid proposal of \$2,268,636. The bid abstract for this project is included as Attachment 1.

Staff analyzed the bid proposal submitted by Excel and found no errors or irregularities. Staff recommends that the City Council authorize and award a construction contract to the apparent lowest bidder, Excel Paving Company. The license and references of Excel have been checked and staff has found them to be in good standing.

Upon City Council authorization to execute the Public Works Agreement (PWA), (Attachment 2) Excel 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.

**Project Construction Management and Inspection Support:**

On September 5, 2025, the City issued a Request for Proposals (RFP) for Construction Management and Inspection Support Services for the Adams Avenue Bicycle Facility Project. Eleven (11) consultant proposals were received on September 23, 2025.

Proposals were reviewed for compliance with the City's RFP process, and the proposed consultants were evaluated based on project understanding, depth of experience, technical expertise, and associated evaluation criteria. The City's evaluation and selection process was conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. During the evaluation process, the following criteria was used:

1. Project Approach, Scope, & Methodology ----- 20%
2. Qualifications, Organization & Key Staff Experience ----- 40%
3. Experience and Record of Success on Similar Federal Projects ----- 30%
4. Cost Effectiveness ----- 10%

After careful review of the proposals, the evaluation team determined the top three ranked consultants (in order):

1. Z&K Consultants, Inc. (Z&K)
2. Interwest Consulting Group, Inc.
3. Reddy Engineering

Staff determined that the highest-ranked consultant, Z&K, is well qualified to perform the requested construction management and inspection support services for the project. The proposal showed that Z&K has a thorough understanding of the project and the contract documents. They identified

potential issues that could arise in construction and provided recommendations tailored specifically for the project to address those issues. Z&K's proposed team consists of a construction manager and inspector who both have experience working on numerous federally funded projects administered through Caltrans. Z&K's proposal showcased many federally funded projects they have assisted other cities with and included detailed information regarding the scope of those projects. The fees proposed by Z&K were determined to be very competitive and commensurate with the requested services.

The second highest ranked consultant, Interwest Consulting Group, was qualified to perform the construction management and inspection support services. They proposed the same construction manager and inspector that worked on the recently completed Adams Avenue and Pinecreek Drive Intersection Project, and they have experience working on federally funded projects. During the evaluation, however, staff discovered that Interwest had made a mistake in their understanding of the work duration of the project, which significantly increased their fees and negatively affected their overall score.

As the third highest ranked consultant, Reddy Engineering proposed a well-organized project team with some experience working on federally funded projects in San Diego County. They did a good job of providing details about their involvement in various projects and the challenges that they faced and addressed during each project. Reddy Engineering, however, did not provide adequate details and examples about the federally funded projects and their scope of services, providing only cursory mentions of the federal requirements for the project.

Therefore, staff recommends that the City Council authorize the execution of a Professional Services Agreement (PSA) with Z&K Consultants, Inc., (Attachment 3) in the amount of \$241,374 for construction management and inspection support services.

### **Contingency:**

Staff requests approval of a ten percent (10%) contingency for both the construction and construction management agreements for unforeseen costs that may arise.

### **Community Workforce Agreement:**

The Adams Avenue Bicycle Facility Project is subject to the Community Workforce Agreement (CWA). The City Council approved the CWA on February 1, 2022, in order to promote efforts to increase employment opportunities for residents of Costa Mesa and to facilitate training and employment for the City's students and veterans in the construction trades through apprenticeships and to encourage efficiency in construction operations. Previous CWA-administered capital improvement projects include the Adams Avenue Improvement Project, the Fire Station No. 4 Training Tower and Site Improvements Project, and the Citywide Parkway Maintenance Street Rehabilitation and Slurry Seal Project.

On March 7, 2023, the City Council awarded a Professional Services Agreement (PSA) to The Solís Group (Solís) to assist the City in administering the CWA. Solís will render its services to manage the provisions of the CWA for this project, including the preparation and submission of the final report.

**ALTERNATIVES:**

The alternative would be to reject all bids, re-advertise, and re-bid the construction project. Staff has determined that re-advertising and re-bidding the project will not result in lower bids and will delay the project and adversely affect the project's federal grant funding. In addition, the alternative to reject all proposals and re-advertise the RFP for construction management services will not result in lower cost proposals and will only delay the project delivery.

**FISCAL REVIEW:**

The funding for the construction and construction management, inclusive of the 10% contingency, for a total amount of \$2,761,011 is available in the FY 2025-26 Capital Improvement Program budget, consisting of Surface Transportation Block Grant (STBG) in the Federal Grant Fund (Fund 230), Traffic Impact Fee (TIF) Fund (Fund 214), and Regional Measure M2 Fairshare Fund (Fund 416).

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this agenda report, prepared the agreements, and approves them all as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This project works toward achieving 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 that the City Council:

1. Adopt plans, specifications, and working details for the Adams Avenue Bicycle Facility Project (From Harbor Boulevard to Fairview Road), Federal Project No. STPL-5312(108), City Project No. 25-11, and find the project categorically exempt from CEQA.
2. Approve a Public Works Agreement (PWA) in the amount of \$2,268,636, and a ten percent (10%) contingency in the amount of \$226,864 to Excel Paving Company, 2230 Lemon Avenue, Long Beach, CA 90806.
3. Approve a Professional Services Agreement (PSA) in the amount of \$241,374 and a ten percent (10%) contingency in the amount of \$24,137, to Z&K Consultants, Inc., 17130 Van Buren Blvd. #122, Riverside, CA 92504, for construction management and inspection support services for the Adams Avenue Bicycle Facility Project.
4. Authorize the City Manager and the City Clerk to execute the PWA and the PSA and any future amendments to the agreements within Council authorized limits.

**ATTACHMENT 1**

**CITY OF COSTA MESA  
PUBLIC WORKS DEPARTMENT**

**ADAMS AVENUE BICYCLE FACILITY PROJECT (BETWEEN HARBOR TO  
FAIRVIEW)**

**FEDERAL PROJECT NO. STPL-5312(108)  
CITY PROJECT NO. 25-11**

**BID RESULTS  
BID OPENING RESULTS: OCTOBER 15, 2025**

<b><i>Bidder</i></b>	<b><i>City</i></b>	<b><i>Total Base Bid</i></b>
1. EXCEL PAVING COMPANY	LONG BEACH	\$2,268,636.00
2. VIDO SAMARZICH, INC.	SANTA ANA	\$2,650,742.50
3. ALFARO COMMUNICATIONS CONSTRUCTION, INC.	COMPTON	\$2,665,360.35
4. ANEEN CONSTRUCTION	RIVERSIDE	\$2,816,440.00
5. ONXY PAVING COMPANY, INC.	YORBA LINDA	\$2,828,000.00
5. ALL AMERICAN ASPHALT	CORONA	\$3,331,133.30

**AVERAGE      \$2,760,052.03**

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT NO. 25-11**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated December 2, 2025 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and PALP, INC. DBA EXCEL PAVING COMPANY, 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 construction of Class II Buffered Bicycle Lanes and Class IV Cycle Tracks along Adams Avenue from Harbor Boulevard to Fairview Road. The project work includes but is not limited to mobilization, traffic control, erosion control, procurement and application of Slurry Seal Type II with 2.5% latex, crack sealing; notification to businesses and residents; traffic signing; striping and markings, landscaping and irrigation, median modifications, and installation of pavement markers (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Adams Avenue Bicycle Facility Project, (between Harbor Boulevard and Fairview Road), Federal Project No. STPL-5312 (108), City Project No. 25-11 (the "Project").

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; and
- (c) Bid package, including, but not limited to, notice inviting bids, Bid Addendum Nos. 1 and 2, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit "B" and incorporated herein; and
- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit "C"; and
- (e) Drug-Free Workplace Policy, attached hereto as Exhibit "D" and incorporated herein; and
- (f) Federal funding supplement (Davis Bacon Act and equal opportunity clause) as attached hereto as Exhibit "E" and incorporated herein; and
- (g) Required Contract Provisions for Federal-Aid Construction Contracts (Caltrans Local Assistance Procedures Manual Exhibit 12-G Required Federal-Aid Contract Language, unmodified Form FHWA-1273, as required per 23 CFR 633.102(b), and Title VI Assurances Appendices A and E), as attached hereto as Exhibit "F" and incorporated herein. The Contractor shall insert Form FHWA-1273 and Title VI Assurances Appendices A and E in all subcontracts and further require their inclusion in all lower tier subcontracts as required by 23 CFR 633.102(e); and
- (h) The Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts applied for this project attached hereto as Exhibit "G" and incorporated herein. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid; and
- (i) Certificates of insurance as attached hereto as Exhibit "H" and incorporate herein.; and
- (j) Community Workforce Agreement (CWA) as attached hereto as Exhibit "I". The Agreement is subject to the terms and conditions contained in the Community Workforce Agreement for the Project. The Contractor shall comply with all terms and conditions contained in the CWA.

Any sub agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

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 Ramin Nikoui, 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 Two Hundred Sixty-Eight Thousand Six Hundred Thirty-Six Dollars (\$2,268,636.00).

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 the Work under the Contract within ten (10) days after date of Contract, and complete said work within ninety (90) working days from the commencement of such Work unless legal extension is granted in accordance with the terms set forth in the project specifications.

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 Five Thousand Two Hundred Dollars (\$5,200.00) 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 its 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, its 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 for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. 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 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 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 does 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 or the deposit with CITY 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 OF COSTA MESA and its 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 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 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 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.

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, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY 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 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 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, 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.”

(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, its 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 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 work day 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. 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.

25. 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.

26. 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.

27. 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: Ramin Nikoui

Notices required to be given to CONTRACTOR shall be addressed as follows:

PALP, Inc. dba Excel Paving Company  
2230 Lemon Avenue  
Long Beach, CA 90806  
Attn: Curtis P. Brown III, President & CEO

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

[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

\_\_\_\_\_  
Cecilia Gallardo-Daly  
City Manager

Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Ramin Nikoui  
Project Manager

Date: \_\_\_\_\_



**EXHIBIT A**  
**CONTRACTOR'S BID**

**EXHIBIT B**  
**BID PACKAGE**

**EXHIBIT C**

**BONDS**

**EXHIBIT D**

**DRUG-FREE WORKPLACE POLICY**

**EXHIBIT E**

**FEDERAL FUNDING SUPPLEMENT  
(DAVIS BACON ACT AND EQUAL OPPORTUNITY CLAUSE)**

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**EXHIBIT F**  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION**  
**CONTRACTS**

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**LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBIT 12-G REQUIRED  
FEDERAL-AID CONTRACT LANGUAGE**

**AND**

**FORM FHWA-1273 (WITHOUT MODIFICATION) AS REQUIRED PER 23 CFR  
633.102(b)**

**AND**

**TITLE VI ASSURANCES APPENDICES A AND E**

**EXHIBIT G**

**FEDERAL PREVAILING WAGE DETERMINATIONS ISSUED UNDER THE  
DAVIS-BACON AND RELATED ACTS**

**EXHIBIT H**  
**CERTIFICATES OF INSURANCE**



**EXHIBIT I**

**COMMUNITY WORKFORCE AGREEMENT**

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH Z & K CONSULTANTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 2<sup>nd</sup> day of December 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Z & K CONSULTANTS, INC., a California corporation ("Consultant").

**RECITALS**

A. City proposes to utilize the services of Consultant as an independent contractor to provide construction management, inspection and materials testing services for the Adams Avenue Bicycle Facility 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, 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 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. 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 Two Hundred Forty-One Thousand Three Hundred Seventy-Four Dollars (\$241,374.00).

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 Exhibits "A," and "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 December 1, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one [1] 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. Architects' and engineers' coverage shall be endorsed to include contractual liability. 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:**

Z & K Consulting, Inc.  
17130 Van Buren Blvd., No. 122  
Riverside, CA 92504

### **IF TO CITY:**

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

Tel: (951) 310-7470  
Attn: Brittany Duhn, PE, QSD/P

Tel: (714) 754-5184  
Attn: Ramin Nikoui

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 defend, 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 arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense 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 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. 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 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 sole 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**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Cecilia Gallardo-Daly  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ramin Nikoui  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**EXHIBIT B**  
**CONSULTANT'S PROPOSAL**





**City of Costa Mesa  
Construction Management and  
Inspection Support Services for  
Adams Avenue Bicycle Facility  
Project (Federal Project No. STPL-  
5312 (108), City Project No. 25-11)**

**September 23, 2025**

## COVER LETTER

September 23, 2025

City of Costa Mesa  
Public Works Department  
77 Fair Drive, Costa Mesa, CA 92626

**Subject:** Proposal for Construction Management and Inspection Services – Adams Avenue Bicycle Facility Project (City Project No. 25-11, Federal Project No. STPL-5312(108))

Dear Selection Committee,

Z&K Consultants, Inc. (Z&K) is pleased to submit our proposal to provide Construction Management, Inspection, and Materials Testing Services for the Adams Avenue Bicycle Facility Project. As a certified Small Business Enterprise (SBE), Z&K brings proven experience delivering federally funded roadway and multimodal improvements.

**Project Approach, Scope & Methodology** | The project includes slurry seal, crack sealing, signing and striping, median modifications, landscaping, irrigation, and pavement markers along Adams Avenue. Z&K Consultants will provide daily inspection and responsive management through Zack Faqih, PE, QSD/P, CBO, ICC, Resident Engineer, and Tom Verpooten, Senior Construction Inspector, who recently served as inspector on Costa Mesa's 2024–2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project #24-03. Our approach emphasizes proactive communication, QA/QC, and minimal disruption to the public.


**Qualifications, Organization, & Key Staff Experience** | Z&K has completed more than 100 municipal infrastructure projects in the past five years. Zack brings strong contract compliance and coordination expertise, while Tom contributes direct Costa Mesa experience. Converse Consultants will support our team as a trusted subcontractor for Materials Testing, ensuring full compliance with specifications and federal reporting requirements.

**Experience and Record of Success on Similar Federal Projects** | Our team has successfully delivered numerous federally funded projects requiring strict compliance with Davis-Bacon Act prevailing wages, DBE participation goals, and Buy America requirements. Z&K has consistently demonstrated the ability to provide accurate documentation, proactive issue resolution, and responsive communication to ensure timely delivery. This experience underscores our capacity to manage federally funded roadway and multimodal improvements on time, within budget, and in full compliance with all applicable regulations.

**Commitment to the City** | Together with Converse Consultants, Z&K will provide the City of Costa Mesa with an integrated, locally available team dedicated to delivering this project successfully within its 90 working day schedule.

As Principal-in-Charge and authorized representative, I am authorized to sign and submit this proposal on behalf of Z&K Consultants, Inc. This proposal is a firm offer and shall remain valid for 180 days from the submittal date. Our services will be managed from our Riverside office at 17130 Van Buren Blvd., Suite 122, Riverside, CA 92504, Phone: (951) 310-7470, ensuring proximity to Costa Mesa with dedicated project personnel available locally throughout construction. **We appreciate the opportunity to continue serving the City of Costa Mesa and look forward to the successful delivery of the Adams Avenue Bicycle Facility Project.**

Sincerely,

  
**Crystal Fraire, PE**, President (Principal-in-Charge)  
17130 Van Buren Blvd. #122, Riverside, CA 92504  
P (951) 310-7470 | cfraire@zandkconsultants.com



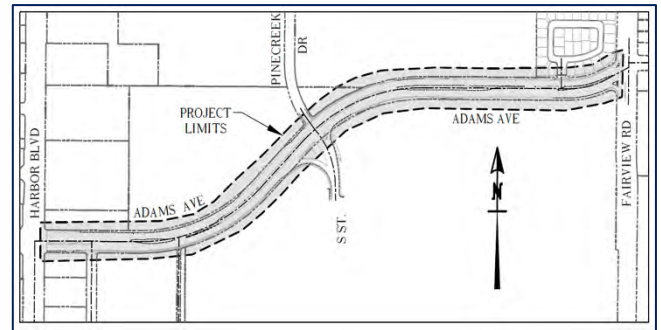
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## BACKGROUND AND PROJECT SUMMARY SECTION

The City of Costa Mesa is advancing the Adams Avenue Bicycle Facility Project to improve safety, accessibility, and multimodal connectivity along a key corridor in the community. Adams Avenue is classified as a Major Arterial and serves as an important east-west route, providing access to residential neighborhoods, local businesses, and Orange Coast College. The project is federally funded through the Orange County Complete Streets Program (OCCSP) grant in combination with City funds, and must comply with all applicable federal, state, and local requirements, including Davis-Bacon prevailing wage laws, DBE participation goals, Buy America provisions, and Caltrans Local Assistance Procedures Manual (LAPM) standards.

The project will enhance bicycle and pedestrian connectivity near Orange Coast College and tie into the recently constructed Class I multi-use pathway at Pinecreek Drive. A primary objective is to reduce conflicts between vehicles and bicyclists by constructing a Class IV cycle track with vertical separation in the bike lane buffer. These improvements reflect the City's broader goals of providing safe, sustainable, and user-friendly infrastructure that supports active transportation and reduces congestion.



Construction is anticipated to begin in January 2026 and extend for approximately 90 working days. Because of the project's location adjacent to Orange Coast College, coordination will be essential to avoid conflicts with special events and high-traffic periods. Public outreach and communication with residents, businesses, and roadway users will also play a critical role in minimizing impacts and ensuring smooth project delivery.

**Scope of Work |** The project includes the following key improvements along Adams Avenue:

- **Reconstruction and Median Modifications:** Reconstructing and narrowing the existing medians along Adams Avenue to accommodate the new bicycle facilities and landscaping improvements.
- **Class IV Cycle Track:** Construction of a separated Class IV cycle track with K71 bollards to create a safe, dedicated space for bicyclists and provide vertical separation from vehicular traffic.
- **Traffic Signal Modifications:** Modifying the traffic signals at the intersection of Adams Avenue and Fairview Road to support the new roadway configuration and bicycle safety improvements.
- **Pavement Treatments and Striping:** Installing green bicycle pavement markings, bike boxes, and other traffic markings to clearly delineate bicycle priority areas and improve visibility.
- **Landscaping and Irrigation:** Installing new landscaping and irrigation systems within the reconstructed medians to improve aesthetics, reduce heat island effects, and support sustainability.
- **Street Lighting:** Adding new street lighting along the south side of Adams Avenue to enhance safety and visibility for all roadway users.
- **Slurry Seal and Pavement Work:** Applying slurry seal (Type II with 2.5% latex), sealing cracks, and preparing the roadway surface for new striping and markers.
- **Traffic Control, Public Outreach, & Notifications:** Implementing traffic control measures to maintain safe vehicle, bicycle, and pedestrian access during construction, along with providing timely notifications to residents, businesses, and Orange Coast College.

The total estimated construction cost is approximately \$3.25 million. Collectively, these improvements will significantly upgrade Adams Avenue by providing safer, more accessible infrastructure for bicyclists and pedestrians, while maintaining existing traffic lanes and parking where feasible. This project represents a critical step in advancing the City's Complete Streets vision and supporting long-term community mobility goals.



## PROJECT APPROACH & METHODOLOGY

Z&K Consultants, Inc. is committed to delivering the Adams Avenue Bicycle Facility Project with a proactive, solutions-focused approach that emphasizes safety, compliance, and efficiency. Our methodology is rooted in a thorough understanding of the project's objectives, potential challenges, and federal funding requirements. By combining experienced leadership, detailed inspection oversight, and clear communication with the City, Orange Coast College, and the community, we will ensure the project is completed on time, within budget, and to the highest standards of quality.

**Understanding of Project and Objectives** | Z&K Consultants recognizes that the Adams Avenue Bicycle Facility Project is a federally funded, time-sensitive investment in Costa Mesa's multimodal transportation network. Our team is familiar with the corridor's role as a major arterial, its adjacency to Orange Coast College, and the need to balance roadway function with enhanced bicycle and pedestrian infrastructure. The City's primary objectives are to improve safety, provide a Class IV separated cycle track, modernize traffic operations, and enhance median landscaping while minimizing disruption to residents, businesses, and roadway users. To achieve these objectives, Z&K's methodology emphasizes proactive communication, strict compliance with Caltrans LAPM and federal requirements, and close coordination with City staff, Orange Coast College, and contractors.

### Approach to Scope of Services

- ✓ **Pre-Construction:** Conduct thorough reviews of PS&E, stormwater, and traffic control plans; participate in pre-construction meetings; establish control systems for documentation; and coordinate baseline schedules with the contractor.
- ✓ **Construction Oversight:** Provide continuous inspection, enforce safety and compliance requirements, oversee quality assurance testing with Converse Consultants, and manage all RFIs, submittals, change orders, and claims.
- ✓ **Federal & City Compliance:** Monitor DBE participation, enforce Davis-Bacon wage requirements, verify prompt payment to subcontractors, and prepare all required LAPM exhibits and forms.
- ✓ **Community Coordination:** Manage construction notifications and act as liaison with Orange Coast College and the business community to avoid conflicts with events or access.
- ✓ **Project Close-Out:** Prepare punch lists, confirm corrective work, oversee record drawings and as-builts, and complete all Caltrans and federal reporting requirements.

**Anticipated Project Issues and Mitigation** | Every construction project presents unique challenges that must be proactively addressed to ensure successful delivery. Z&K has carefully reviewed all project documents and conducted a site visit to identify potential risks associated with the Adams Avenue Bicycle Facility Project, and developed practical strategies to minimize their impact. Importantly, these approaches are informed by lessons learned from multiple projects we have successfully delivered for the City of Costa Mesa, where our team gained firsthand understanding of local conditions, stakeholder expectations, and City procedures. This experience allows us to anticipate issues early, apply proven solutions, and maintain project momentum from notice to proceed through close-out.

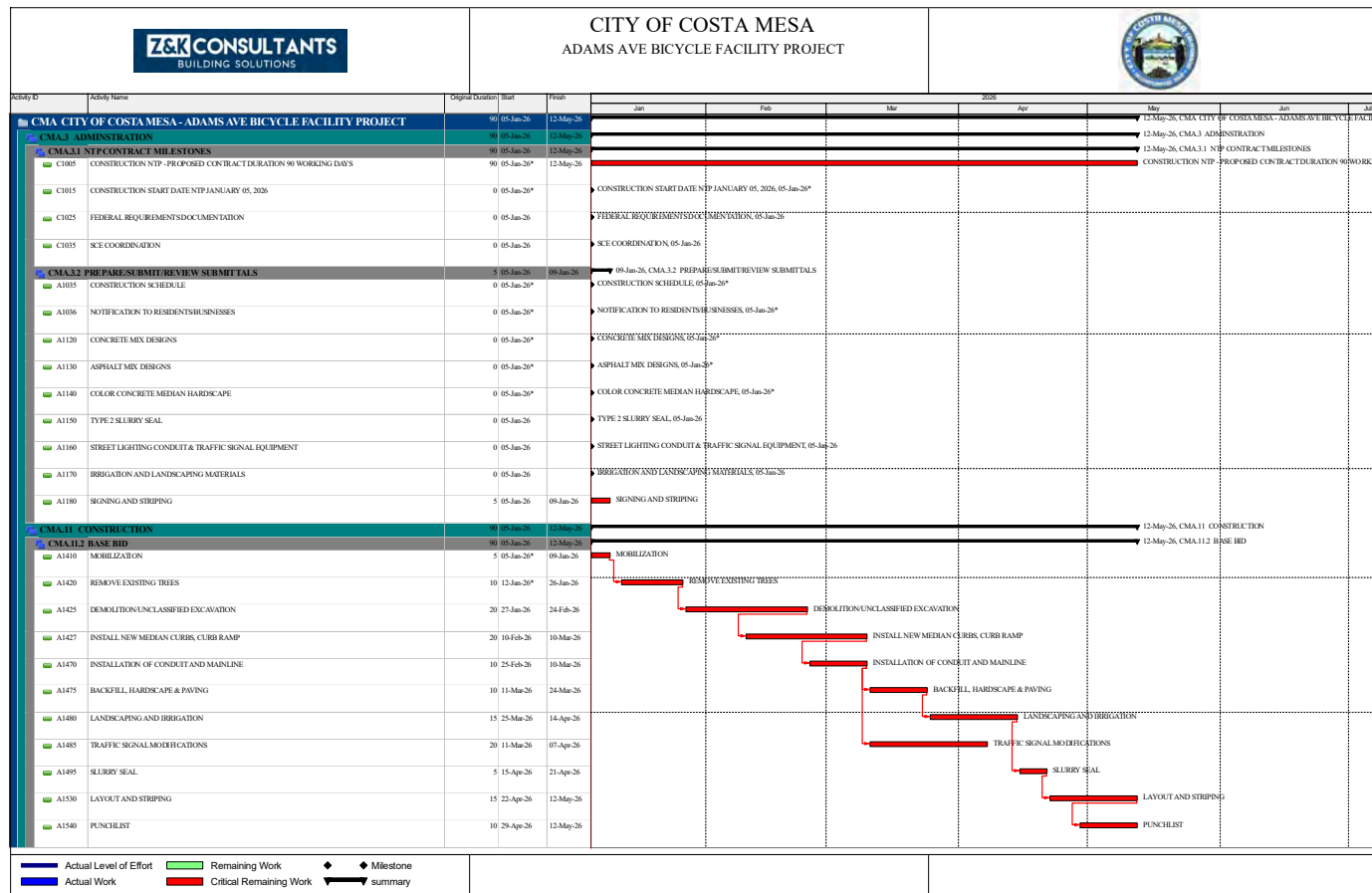
Potential Issue	Impact on Project	Mitigation Strategy
<b>Coordination with Orange Coast College</b>	Campus events, pedestrian volumes, and traffic could disrupt access.	Coordinate with College staff, track events, and adjust phasing as needed.
<b>Traffic Control &amp; Safety</b>	Heavy vehicle, bike, and pedestrian use may cause hazards if traffic control is poor.	Daily inspections, enforce CA MUTCD, and at Adams/Fairview add protected right-turn, bike heads, and "No Turn on Red."
<b>Federal Compliance</b>	Errors in DBE, Davis-Bacon, or MAWA could risk funding.	Maintain audit-ready records, submit LAPM forms, and correct plant factor for crape myrtle (L-1.2).



## PROJECT SCHEDULE

Z&K Consultants has developed a preliminary schedule that aligns with the City of Costa Mesa's project requirements and anticipated timeline. The schedule reflects a logical sequence of activities beginning with pre-construction coordination, followed by the 90-working day construction period, and concluding with post-construction close-out services.

The pre-construction phase will focus on plan and submittal reviews, utility coordination, public notifications, and the pre-construction meeting to ensure all stakeholders are aligned before field work begins. The construction phase will be structured to accommodate active roadway operations, minimize impacts to Orange Coast College, and maintain access for residents and businesses. Close-out will include punch list completion, verification of as-builts, and preparation of final federal and City reporting.



This schedule will serve as the foundation for tracking progress, identifying potential risks to timely delivery, and ensuring that recovery measures can be implemented if necessary. It will be regularly updated to reflect actual progress, weather impacts, utility adjustments, and any approved changes to the work. By approaching scheduling as a proactive management tool, Z&K will help the City achieve its objective of delivering the Adams Avenue Bicycle Facility Project on time and within budget.



## QUALIFICATIONS, ORGANIZATION, & KEY STAFF EXPERIENCE

Z&K Consultants, Inc. offers a proven team of professionals with the qualifications, technical expertise, and local experience necessary to successfully manage and inspect the Adams Avenue Bicycle Facility Project. Over the past five years, Z&K has delivered numerous roadway, multimodal, and federally funded infrastructure projects across Southern California, consistently meeting strict compliance requirements under Caltrans' Local Assistance Procedures Manual (LAPM). Our organization is structured to provide strong leadership, responsive communication, and specialized expertise in inspection, labor compliance, materials testing, SWPPP, and traffic signal/electrical systems. With a Resident Engineer, Senior Construction Inspector, and dedicated support staff committed to this project, the City of Costa Mesa will benefit from a team that ensures high-quality work, accountability, and timely delivery.

### ORGANIZATIONAL CHART

Z&K Consultants, Inc. has developed a project-specific organizational chart that establishes a clear chain of command and ensures all aspects of the Adams Avenue Bicycle Facility Project are fully supported. Our structure highlights the key personnel, including the Resident Engineer, Senior Construction Inspector, and Project Manager/Office Engineer, who will provide day-to-day leadership and continuity throughout the contract. The chart also reflects the inclusion of specialized staff in labor compliance, SWPPP/environmental oversight, traffic signal/electrical systems, and materials testing, as well as as-needed resources to address project-specific requirements. This organization provides the City of Costa Mesa with a dedicated, multi-disciplinary team capable of delivering the project efficiently, on schedule, and in full compliance with City, State, and Federal requirements.



Z&K has assembled a dedicated "A-Team" of highly qualified staff for the Adams Avenue Bicycle Facility Project. Our personnel are fully committed to this contract and will remain available throughout the project in alignment with the City's schedule and construction needs. Z&K guarantees that staff will not be replaced without prior City approval, and we will reallocate hours when possible to provide cost savings while maintaining the highest standards of quality and compliance.



**Organizational Qualifications & Relevant Experience** | Over the past five years, Z&K has successfully delivered more than 100 roadway, multimodal, and federally funded infrastructure projects across Southern California. These include pavement rehabilitation, slurry seal, Class IV bikeway facilities, traffic signal upgrades, ADA improvements, and active transportation projects. Our work has consistently required strict compliance with federal requirements, including Davis-Bacon prevailing wage laws, DBE utilization, Buy America provisions, and Caltrans LAPM documentation. We are fully up to date with the latest LAPM requirements, including Chapter 5 (Invoicing), Chapter 9 (Civil Rights and DBE), Chapter 16 (Administer Construction Contracts), and Chapter 17 (Project Completion). This depth of experience demonstrates our competence to perform the construction management, inspection, and federal reporting services required for the Adams Avenue Bicycle Facility Project.

**Leadership and Federal Project Management** | The team is led by a Resident Engineer with a PE license and extensive experience managing federally funded projects administered through Caltrans. His responsibilities have included oversight of construction administration, daily coordination with City staff, preparation of federal exhibits, and project close-out documentation. With proven experience in both roadway and active transportation improvements, he ensures that inspection and documentation meet Caltrans' stringent requirements. His time is fully committed to this project, ensuring responsive leadership and proactive management from start to finish.

**Team Disciplines and Specialized Expertise** | Z&K has assembled a multidisciplinary team that brings together all of the disciplines necessary to support this project. In addition to the Resident Engineer and Senior Construction Inspector, the team includes a dedicated Project Manager/Office Engineer, a Labor Compliance Officer, SWPPP and environmental specialists, traffic signal/electrical inspectors, and certified materials testing technicians provided through Converse Consultants. Additional resources such as surveyors, deputy inspectors, schedulers, and public outreach support can be deployed as needed. This broad range of expertise ensures that every aspect of the Adams Avenue Bicycle Facility Project is managed to the highest standard.

**Staff Commitment and Availability** | The project team has been carefully selected to align with the scope and compliance needs of the Adams Avenue Bicycle Facility Project. All proposed personnel are fully available and dedicated to this contract for its entire duration. Staff hours will be deployed in accordance with the contractor's schedule to provide consistent coverage during all active work, ensuring that the 90-working-day construction window is achieved. Z&K guarantees that personnel will not be removed or replaced without prior City approval, and we will reallocate hours where possible to achieve cost savings for the City. To further support budget control, Z&K employs earned-value tracking, weekly reconciliation of pay estimates, and QA/QC reviews of quantities and change orders to keep expenditures aligned with the approved budget.

**Local Experience and Knowledge of Costa Mesa** | Several members of our proposed team, including the Resident Engineer and Senior Inspector, have direct experience delivering projects for the City of Costa Mesa. This includes the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project (No. 21-03), the Jack Hammett Sports Complex Improvement Project, and the 2024–2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project (No. 24-03). This prior work has provided our staff with familiarity with City standards, procedures, and expectations. By applying lessons learned from these projects, Z&K is able to anticipate challenges, streamline communication with City staff, and provide low-risk, high-value services tailored to Costa Mesa's needs.

**Quality Assurance and Documentation Control** | Z&K maintains a robust internal Quality Assurance/Quality Control (QA/QC) program that ensures all inspection reports, testing results, federal forms, and project documentation are accurate, consistent, and audit-ready. The Resident Engineer, supported by the Project Manager/Office Engineer, will oversee daily reporting, while specialized staff will track DBE participation, labor compliance, and LAPM exhibits. Our process includes internal reviews of pay estimates, RFIs, and change orders to confirm accuracy prior to City approval. This rigorous system provides the City with confidence in the integrity of project records and protects federal funding eligibility.

## PROJECT TEAM

Z&K Consultants, Inc. is proud to present a project team of highly qualified professionals with direct experience in construction management and inspection of federally funded roadway and multimodal transportation projects. Each team member brings specialized expertise aligned with the requirements of the Adams Avenue Bicycle Facility Project, including Caltrans LAPM compliance, labor compliance oversight, quality assurance, and field inspection. Together, this team provides the City of Costa Mesa with the leadership, technical knowledge, and proven track record needed to ensure the project is delivered on schedule, within budget, and to the highest standards of quality.



**Zack Faqih, PE, QSD/P, ICC, CBO, Resident Engineer** | Zack will serve as the Resident Engineer for this Project, providing overall leadership, contract administration, and daily coordination. A licensed Professional Engineer with extensive experience managing federally funded projects administered through Caltrans, Zack has a deep understanding of the Local Assistance Procedures Manual (LAPM), Davis-Bacon wage requirements, and DBE compliance. He has successfully managed multiple projects for the City of Costa Mesa, including the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project No. 21-03 and the Jack Hammett Sports Complex Improvement Project. In both roles, Zack provided hands-on leadership, ensuring contract compliance, oversight of field operations, and accurate documentation. His proactive management style and proven record on similar roadway and active transportation projects make him ideally suited to serve as Resident Engineer for this contract.



**Tom Verpooten, QSP, ICC Cert., Senior Construction Inspector** | Tom will provide daily field inspection and documentation of construction activities. He has extensive inspection experience on roadway and slurry seal projects and recently served as the inspector on the City of Costa Mesa's 2024–2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project #24-03. His familiarity with Costa Mesa standards and expectations provides valuable continuity for this project. Tom's expertise includes slurry seal, pavement rehabilitation, striping, ADA curb ramps, traffic control, and materials compliance. He will ensure contractor work meets specifications, maintain detailed daily reports, and serve as a responsive point of contact in the field.



**Adrian Galinari, Project Manager / Office Engineer** | Adrian will support project documentation, scheduling, and coordination as the PM/OE. He brings experience in construction administration, progress tracking, and compliance documentation for municipal infrastructure projects. Adrian will manage submittal logs, prepare meeting minutes, assist with contractor schedule reviews, and ensure all records are properly maintained in accordance with City and Caltrans requirements. By supporting the Resident Engineer and inspection staff, Adrian helps maintain accurate reporting, timely communication, and smooth project workflow.



**Amber Garcia, Labor Compliance Officer** | Amber will oversee labor compliance and federal reporting for the project. She has hands-on experience with certified payroll review, employee interviews, and Davis-Bacon prevailing wage requirements. Amber will ensure contractors and subcontractors comply with wage determinations, apprenticeship requirements, and EEO postings. She will also manage the preparation and submission of labor compliance documentation required by Caltrans LAPM, including certified payroll checks and Exhibit forms.



**Converse Consultants, Material Testing Subconsultant** | Founded in 1946, Converse Consultants is an employee-owned corporation with 9 offices and more than 150 staff nationwide. Their team includes geotechnical engineers, geologists, environmental scientists, deputy inspectors, and certified laboratory and field technicians. Converse provides comprehensive materials testing and inspection services to support construction quality, compliance, and safety.



### PROFESSIONAL REGISTRATION

- » Professional Engineer, P.E.  
State of California, C57958
- » SWPPP (QSD) & (QSP)  
Certificate # 22055

### EDUCATION

- » MSCE - Structures  
Cal State Fullerton 2005
- » BSCE - Civil /Transportation  
Cal State LA 1985

### CERTIFICATIONS

- » Certified Accessibility  
Inspector/Plans Examiner
- » Certified Building Official
- » Certified Plans Examiner
- » Certified Mechanical  
Inspector
- » Certified Plumbing Inspector
- » Certified Electrical Inspector
- » OSHA 30 Hour
- » State Certified HERS Rater
- » Certified Emergency  
Inspector
- » C.G.B.P Certified Green  
Building Inspector
- » Certified Special Inspector for  
Fire  
Proofing
- » Certified Special Inspector for  
Structural Welding
- » Certified Special Inspector for  
Structural Steel
- » Certified Special Inspector for  
Reinforced Concrete

Zack is a licensed Professional Engineer with extensive experience managing federally funded roadway, multimodal, and active transportation projects administered through Caltrans. He specializes in construction management, inspection oversight, and federal compliance, including Davis-Bacon prevailing wages, DBE utilization, Buy America provisions, and LAPM documentation. Zack has successfully served as Resident Engineer on multiple projects for the City of Costa Mesa, including the Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project No. 21-03 and the Jack Hammett Sports Complex Improvement Project, where he provided leadership in contract administration, field oversight, and project documentation. His proactive management style, deep technical knowledge, and hands-on experience with Caltrans procedures ensure strong oversight, timely reporting, and seamless coordination with City staff, contractors, and stakeholders. ***Zack was the Senior Construction Manager/Resident Engineer on the following projects:***

### EXPERIENCE

**City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920) |** This federally funded Highway Safety Improvement Program project focused on roadway and intersection safety enhancements. Improvements included traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and upgraded pedestrian crossings to improve accessibility and visibility. The project also required Caltrans LAPM compliance, DBE participation, Buy America provisions, and Davis-Bacon prevailing wages.

**City of Alhambra, Pedestrian Countdown Signal Head Installation Project, Federal Project No.: HSIPL-5130(022) |** This federally funded project upgraded intersections citywide with the removal of existing pedestrian signal heads and installation of new LED pedestrian countdown modules. Work included traffic control and staging, electrical and signal upgrades, pavement restoration, and striping. The project was delivered in compliance with Caltrans LAPM requirements, Davis-Bacon wage standards, Buy America provisions, and DBE participation goals.

**City of El Segundo, El Segundo Boulevard Improvement Project (PW 23-02) |** This corridor improvement project provided multimodal upgrades along El Segundo Boulevard. The scope included pavement rehabilitation, traffic signal modifications, ADA-compliant curb ramps, and pedestrian crossing enhancements. The project also introduced new signing and striping, including Class II striped bike lanes, to improve cyclist safety and mobility.



**City of Corona, Citywide Street Pavement Rehabilitation Project (No. ST-2021-01) |** This large-scale citywide program addressed roadway preservation and multimodal safety by implementing pavement rehabilitation, micromilling, slurry seal, and resurfacing across multiple corridors. The project integrated new Class II striped bike lanes with thermoplastic striping, green conflict-zone markings at intersections and driveways, and refreshed pavement markings and raised markers for improved cyclist visibility. Additional enhancements included ADA-compliant curb ramps, upgraded pedestrian crossings, and installation of solar-powered HAWK pedestrian hybrid beacons to increase safety for both pedestrians and bicyclists in high-traffic locations.

**City of Palm Springs, HSIP Cycle 9 Traffic Signal Improvements (Federal Project No. HSIPL-5282(049)) |** A federally funded Highway Safety Improvement Program project that upgraded nine key signalized intersections throughout the City of Palm Springs. Improvements included complete traffic signal modifications, installation of video detection cameras, advanced dilemma zone detection systems, protected left-turn phases, and new pedestrian countdown heads to improve visibility and pedestrian safety. The project also added new signing and striping as well as ADA-compliant curb ramp replacements, all in accordance with Caltrans LAPM requirements and federal compliance standards. These upgrades collectively improved multimodal safety, reduced collision risks, and modernized intersection operations across the city.

**City of Pomona, Street Rehabilitation, Districts 1 and 6 (Federal Project No. STPL-5070(040)) |** This federally funded rehabilitation project covered multiple corridors in two city districts, focusing on extending pavement life and improving accessibility. The scope included pavement resurfacing, new sidewalks, driveway approaches, curb and gutter replacement, and construction of ADA-compliant curb ramps to bring facilities into compliance with current standards. Traffic control improvements were also implemented to maintain safe travel during construction and after completion. The project required compliance with Caltrans LAPM procedures, DBE participation goals, Davis-Bacon prevailing wages, and Buy America provisions, ensuring that all federal requirements were met while providing long-lasting roadway and pedestrian enhancements.

**City of Costa Mesa, Citywide Parkway Maintenance, Street Rehabilitation & Slurry Seal Project (No. 21-03) |** This citywide pavement management program delivered roadway rehabilitation and slurry seal improvements across multiple residential and arterial streets. The project scope included slurry seal application, pavement rehabilitation, roadway striping, traffic control, and construction of ADA-compliant curb ramps. These improvements enhanced overall safety, accessibility, and roadway condition while extending the useful life of Costa Mesa's pavement network. The program provided consistent upgrades across the community's transportation system, balancing mobility needs for motorists, pedestrians, and cyclists.

**City of Costa Mesa, Jack Hammett Sports Complex Improvement Project (No. 21-035) |** A comprehensive sports facility improvement project designed to enhance accessibility, safety, and usability for the community. The project included ADA upgrades, pedestrian circulation improvements, parking lot resurfacing, new striping, and upgraded lighting systems to improve visibility and safety for evening events. Additional features included landscaping and irrigation system improvements to ensure long-term sustainability and reduced maintenance needs. These improvements modernized the facility, supported ADA compliance, and provided an upgraded recreational resource for residents and visitors.

#### **Additional Projects:**

- ✓ City of Alhambra, FY 19-20, 20-21, & 21-22 Street Rehabilitation
- ✓ City of Compton, Annual Residential Street Rehab (Phase 1 & 2A)
- ✓ City of Downey, Woodruff Avenue Pavement Rehab. Project, Phase 1
- ✓ City of Irwindale, 2021-2022 Resurfacing Project
- ✓ City of Moreno Valley, Citywide Pavement Rehab Arterials and Collectors, Phase 2
- ✓ City of San Marino, 2021 & 2022 Street Rehabilitation Program
- ✓ City of Torrance, 2024 Residential and Arterial Pavement Improvement, I-139/I-159

## Senior Construction Inspector



### LICENSES & REGISTRATION

- » ICC Soils Special Inspector
- » ICC Commercial Building Inspector
- » Caltrans Various Certifications
- » QSP
- » 30 Cal/OSHA
- » Confined Space Training
- » Fall Protection
- » Traffic Control Safety

Tom is a Qualified SWPPP Practitioner (QSP) and ICC-certified Senior Construction Inspector with extensive experience in roadway rehabilitation, slurry seal, and active transportation projects. He specializes in daily inspection, documentation, pay quantity verification, and enforcement of contract compliance, with expertise in pavement rehabilitation, ADA curb ramps, striping, and traffic control.

For the City of Costa Mesa, Tom recently served as lead inspector on the 2024–2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project #24-03, providing continuity and familiarity with City standards. His proven ability to manage federally funded inspection activities ensures quality, safety, and compliance for the Adams Avenue Bicycle Facility Project. **Tom was the Senior Construction Inspector on the following projects:**

### EXPERIENCE

#### **City of Costa Mesa, 2024–25 Citywide Parkway Maintenance, Street Rehabilitation & Slurry Seal Project (Project No. 24-03) |**

A comprehensive citywide pavement maintenance and rehabilitation program that improved roadway conditions across residential neighborhoods and major arterial corridors. The scope included slurry seal resurfacing, roadway rehabilitation, crack sealing, installation of ADA-compliant curb ramps, and new

thermoplastic striping to enhance visibility and safety. Traffic control measures were implemented throughout construction to maintain access and minimize disruption. The project extended the service life of Costa Mesa's pavement network while also improving accessibility and safety for motorists, pedestrians, and cyclists.

#### **City of Pomona, Street Rehabilitation, Districts 1 and 6 (Federal Project No. STPL-5070(040)) |**

This federally funded rehabilitation project covered multiple corridors in two city districts, focusing on extending pavement life and improving accessibility. The scope included pavement resurfacing, new sidewalks, driveway approaches, curb and gutter replacement, and construction of ADA-compliant curb ramps to bring facilities into compliance with current standards. Traffic control improvements were also implemented to maintain safe travel during construction and after completion. The project required compliance with Caltrans LAPM procedures, DBE participation goals, Davis-Bacon prevailing wages, and Buy America provisions, ensuring that all federal requirements were met while providing long-lasting roadway and pedestrian enhancements.

#### **City of Corona, Citywide Street Pavement Rehabilitation Project (No. ST-2021-01) |**

This large-scale citywide program addressed roadway preservation and multimodal safety by implementing pavement rehabilitation, micromilling, slurry seal, and resurfacing across multiple corridors. The project integrated new Class II striped bike lanes with thermoplastic striping, green conflict-zone markings at intersections and driveways, and refreshed pavement markings and raised markers for improved cyclist visibility. Additional enhancements included ADA-compliant curb ramps, upgraded pedestrian crossings, and installation of solar-powered HAWK pedestrian hybrid beacons to increase safety for both pedestrians and bicyclists in high-traffic locations.

**City of Carson, Citywide Pavement Rehabilitation and Slurry Seal Program** | This large-scale citywide pavement program covered arterial, collector, and residential streets across all four districts of the city. The work included cold milling and overlay with asphalt rubberized hot mix (ARHM), replacement of damaged asphalt base, and placement of leveling course to restore pavement structure. Improvements also included installation of traffic loop detectors, full traffic control per CA MUTCD standards, and new striping and pavement markings with adjustments for bike lane placement. Additional scope items involved adjusting manholes, utility boxes, and survey monuments to grade, as well as clearing, grubbing, and localized drainage improvements.

**City of Downey, Woodruff Avenue Pavement Rehabilitation Project** | This corridor improvement project rehabilitated Woodruff Avenue between Firestone Boulevard and Washburn Road. The scope involved full-depth pavement reconstruction, repair of failed pavement areas, cold milling of existing asphalt, and placement of new asphalt concrete (AC) base course with an ARHM overlay. The project also replaced uplifted or damaged curbs, gutters, sidewalks, and driveways to restore ADA compliance and pedestrian safety. Additional features included installation of steel conduits and single-mode fiber optic cables for communication infrastructure, adjustments to manholes and valve covers, updated pavement striping and markings, and implementation of a comprehensive traffic control plan.

**City of Laguna Beach, Zones 5 & 11A Street Slurry Seal and Rehabilitation Project** | This project involved roadway surface improvements along El Toro Road (Zone 5) and within the Diamond-Crestview neighborhoods (Zone 11A). Work included mobilization, clearing and grubbing, saw-cutting, and removal of failed asphalt concrete pavement. Sections were ground and overlaid with new asphalt concrete, followed by the application of both Type I and Type II slurry seals. Additional improvements included replacement of asphalt berms and curbs, installation of Caltrans traffic loops, crack sealing, utility adjustments, stormwater pollution prevention measures, and updated pavement striping and markings. These upgrades improved durability, safety, and aesthetics for both neighborhood streets and a key arterial corridor.

**City of Torrance, Green Alleys Project** | This project focused on sustainable alleyway reconstruction to improve drainage, reduce urban runoff, and enhance neighborhood livability. The scope included demolition of existing alley pavement, installation of permeable concrete pavers, new concrete curb and gutter, and ADA-compliant access points. Stormwater improvements featured infiltration systems and subsurface drainage designed to meet regional water quality requirements. Additional work included utility adjustments, signage, and striping. The project supports the City's sustainability goals by incorporating green infrastructure practices that improve stormwater management while extending pavement life and providing safer, more accessible alleys.

**City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920)** | This federally funded Highway Safety Improvement Program project focused on roadway and intersection safety enhancements. Improvements included traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and upgraded pedestrian crossings to improve accessibility and visibility. The project also required Caltrans LAPM compliance, DBE participation, Buy America provisions, and Davis-Bacon prevailing wages.

**City of Palm Springs, HSIP Cycle 9 Traffic Signal Improvements (Federal Project No. HSIPL-5282(049))** | A federally funded Highway Safety Improvement Program project that upgraded nine key signalized intersections throughout the City of Palm Springs. Improvements included complete traffic signal modifications, installation of video detection cameras, advanced dilemma zone detection systems, protected left-turn phases, and new pedestrian countdown heads to improve visibility and pedestrian safety. The project also added new signing and striping as well as ADA-compliant curb ramp replacements, all in accordance with Caltrans LAPM requirements and federal compliance standards. These upgrades collectively improved multimodal safety, reduced collision risks, and modernized intersection operations across the city.

## *Project Manager/Office Engineer*



### EDUCATION

» Bachelor of Science, Civil Engineering, California Polytechnic State University, Pomona

### LICENSES & REGISTRATION

» Caltrans Certifications  
» 30 Cal/OSHA  
» Confined Space Training  
» Fall Protection  
» Traffic Control Safety

Adrian is an experienced Project Manager and Office Engineer with a background in construction administration, project documentation, and compliance for municipal infrastructure projects. He specializes in managing submittals, RFIs, and change order logs, preparing meeting minutes, reviewing contractor schedules, and maintaining accurate project records in alignment with City and Caltrans requirements. Adrian supports the Resident Engineer and inspection staff by coordinating communication between the City, contractors, and stakeholders, ensuring timely responses and smooth project workflow. His organizational skills and knowledge of federal reporting requirements help keep documentation audit-ready and project milestones on track. Adrian's ability to manage details while supporting field operations makes him a critical link in delivering the Adams Avenue Bicycle Facility Project efficiently, on schedule, and in compliance with federal funding requirements. ***Adrian was the Project Manager/Office Engineer on the following projects:***

### EXPERIENCE

**City of El Segundo, El Segundo Boulevard Improvement Project (PW 23-02)** | This corridor improvement project provided multimodal upgrades along El Segundo Boulevard. The scope included pavement rehabilitation, traffic signal modifications, ADA-compliant curb ramps, and pedestrian crossing enhancements. The project also introduced new signing and striping, including Class II striped bike lanes, to improve cyclist safety and mobility.

**City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920)** | This federally funded Highway Safety Improvement Program project focused on roadway and intersection safety enhancements. Improvements included traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and upgraded pedestrian crossings to improve accessibility and visibility. The project also required Caltrans LAPM compliance, DBE participation, Buy America provisions, and Davis-Bacon prevailing wages.

**City of Alhambra, Pedestrian Countdown Signal Head Installation Project, Federal Project No.: HSIPL-5130(022)** | This federally funded project upgraded intersections citywide with the removal of existing pedestrian signal heads and installation of new LED pedestrian countdown modules. Work included traffic control and staging, electrical and signal upgrades, pavement restoration, and striping. The project was delivered in compliance with Caltrans LAPM requirements, Davis-Bacon wage standards, Buy America provisions, and DBE participation goals.

**City of Corona, Citywide Street Pavement Rehabilitation Project (No. ST-2021-01)** | This large-scale citywide program addressed roadway preservation and multimodal safety by implementing pavement rehabilitation, micromilling, slurry seal, and resurfacing across multiple corridors. The project integrated new Class II striped bike lanes with thermoplastic striping, green conflict-zone markings at intersections and driveways, and refreshed pavement markings and raised markers for improved cyclist visibility. Additional enhancements included ADA-compliant curb ramps, upgraded pedestrian crossings, and installation of solar-powered HAWK pedestrian hybrid beacons to increase safety for both pedestrians and bicyclists in high-traffic locations.



## *Labor Compliance Officer*



### EDUCATION

» Bachelor of Business Administration – Long Beach State University

### LICENSES & REGISTRATION

» 30-Hr. Cal OSHA  
» Defensive Driving Training

Amber is an experienced Labor Compliance Officer specializing in prevailing wage enforcement, certified payroll review, and federal labor compliance for public works projects. She has extensive knowledge of **Davis-Bacon Act requirements, California Labor Code, DBE participation tracking, and Caltrans LAPM Chapter 9 compliance**. Her responsibilities typically include reviewing and verifying certified payroll records, conducting worker interviews, monitoring apprenticeship utilization, and ensuring proper posting of wage determinations on active construction sites.

Amber has supported numerous roadway, pavement rehabilitation, and federally funded infrastructure projects throughout Southern California. She ensures that contractors and subcontractors remain in full compliance with labor regulations and prepares all required documentation for Caltrans and agency audits. Her attention to detail, thorough documentation, and proactive communication with contractors and City staff help protect funding eligibility while ensuring fair labor practices. ***Amber was the Labor Compliance Officer on the following projects:***

### EXPERIENCE

**City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920) |** This federally funded Highway Safety Improvement Program project focused on roadway and intersection safety enhancements. Improvements included traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and upgraded pedestrian crossings to improve accessibility and visibility. The project also required Caltrans LAPM compliance, DBE participation, Buy America provisions, and Davis-Bacon prevailing wages.

**City of Alhambra, Pedestrian Countdown Signal Head Installation Project, Federal Project No.: HSIPL-5130(022) |** This federally funded project upgraded intersections citywide with the removal of existing pedestrian signal heads and installation of new LED pedestrian countdown modules. Work included traffic control and staging, electrical and signal upgrades, pavement restoration, and striping. The project was delivered in compliance with Caltrans LAPM requirements, Davis-Bacon wage standards, Buy America provisions, and DBE participation goals.

**City of Palm Springs, HSIP Cycle 9 Traffic Signal Improvements (Federal Project No. HSIPL-5282(049)) |** A federally funded Highway Safety Improvement Program project that upgraded nine key signalized intersections throughout the City of Palm Springs. Improvements included complete traffic signal modifications, installation of video detection cameras, advanced dilemma zone detection systems, protected left-turn phases, and new pedestrian countdown heads to improve visibility and pedestrian safety. The project also added new signing and striping as well as ADA-compliant curb ramp replacements, all in accordance with Caltrans LAPM requirements and federal compliance standards.

**City of Pomona, Street Rehabilitation, Districts 1 and 6 (Federal Project No. STPL-5070(040)) |** This federally funded rehabilitation project covered multiple corridors in two city districts, focusing on extending pavement life and improving accessibility. The project required compliance with Caltrans LAPM procedures, DBE participation goals, Davis-Bacon prevailing wages, and Buy America provisions, ensuring that all federal requirements were met while providing long-lasting roadway and pedestrian enhancements.



## SCOPE OF SERVICES TO BE PROVIDED

Z&K will provide Construction Management, Inspection, and Materials Testing services to ensure the successful delivery of the Adams Avenue Bicycle Facility Project. Our team will verify compliance with City, State, and Federal requirements, including Davis-Bacon wages, DBE participation, Buy America provisions, and Caltrans LAPM. The following scope outlines our approach to project delivery.

**A. Initial-Construction Phase** | Z&K will begin with a thorough review of the PS&E package to identify potential constructability issues. Our Resident Engineer will initiate the project control system, review stormwater and traffic control plans, and assist the City with public outreach. We will review the contractor's baseline schedule, submittals, and utility notifications. A pre-construction meeting will be held to establish communication protocols, labor provisions, and EEO requirements.

**B. Construction Phase** | During active construction, Z&K will provide full-time inspection and contract administration. Inspectors will document daily activities, enforce compliance with plans, specifications, and labor provisions, and verify bid quantities for progress payments. We will process RFIs, submittals, change orders, and claims; review CPM schedules and progress updates; and ensure the contractor submits all federal forms required under the LAPM (Exhibits 9-J, 9-P, 16-Z1, 17-F, 17-O, FHWA-1391, etc.). Federal compliance, including DBE participation and CUF evaluations, certified payroll checks, employee interviews, and prompt payment monitoring will be strictly enforced. Z&K will also manage utility coordination, review erosion control measures and BMPs, and oversee quality assurance testing through Converse Consultants.

**C. Community Coordination** | We will serve as the City's representative to OCC and the businesses, ensuring construction activities do not disrupt special events or property access. Z&K will review and confirm public notices, maintain records of business coordination, and ensure access is preserved at all times. Our staff will document all outreach efforts and respond to inquiries promptly to minimize community impacts.

**D. Traffic Control and Safety** | Our team will review contractor-prepared traffic control plans and verify implementation in accordance with the CA MUTCD, project specifications, and Caltrans standards. We will monitor lane closures and detours daily. Inspectors will be trained and equipped with appropriate PPE, OSHA-approved vests, white hard hats, radios, and digital cameras. All safety procedures will comply with City, State, and Federal requirements, while recognizing the contractor's responsibility for construction means and methods.

**E. Post-Construction Phase** | As construction concludes, Z&K will prepare and consolidate punch lists, verify corrective work, and oversee final acceptance. We will manage the preparation of record drawings and as-builts, finalize claims and change orders, and submit the Report of Expenditures Checklist along with all final Caltrans and federal reimbursement forms. DBE reporting will be completed with Exhibits 17-F and 17-O, and compliance will be cross-checked against the original DBE commitments. All project files and records will be transmitted to the City for archiving. Z&K staff will also be available to support audits and claims resolution as needed.

**F. Miscellaneous Equipment, Vehicles, and Tools** | Z&K inspectors will be equipped with dedicated vehicles meeting OSHA and City requirements, including amber warning lights, fire extinguishers, spare tires, and lockable toolboxes. All vehicles will be kept in safe and presentable condition. Staff will also be equipped with City-approved nuclear gauges, testing equipment, radios, and personal protective equipment suitable for the project environment. Digital cameras will be used to document all field activities, with photos bound and archived with daily reports.

Deliverables will include daily inspection reports, federal reimbursement documentation, photo documentation, weekly progress meeting minutes, CPM schedule reviews, payroll and DBE compliance records, punch lists, as-built drawings, and final project close-out documents, all prepared in accordance with City and Caltrans LAPM requirements. By delivering these services, Z&K will provide the City of Costa Mesa with complete Construction Management, Inspection, and Materials Testing support throughout every stage of the Adams Avenue Bicycle Facility Project.

## EXPERIENCE & RECORD OF SUCCESS ON SIMILAR FEDERAL PROJECTS

Z&K Consultants, Inc. has a long-standing relationship with the City of Costa Mesa and has successfully delivered multiple roadway, maintenance, and facility improvement projects within the community. Our team has provided both construction management and inspection services on a range of projects involving slurry seal, pavement rehabilitation, ADA improvements, striping, traffic control, and sports facility upgrades. These projects highlight our direct knowledge of Costa Mesa's standards, procedures, and expectations, as well as our ability to coordinate effectively with City staff, contractors, and community stakeholders. The following representative projects demonstrate our proven track record of delivering high-quality services for the City of Costa Mesa.

### RELEVANT EXPERIENCE WITH THE CITY OF COSTA MESA

**City of Costa Mesa, 2024–25 Citywide Parkway Maintenance, Street Rehabilitation & Slurry Seal Project, Project No. 24-03** | Z&K provided construction inspection services for the City of Costa Mesa's 2024–25 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project. The project scope included slurry seal, roadway rehabilitation, ADA-compliant curb ramps, striping, and traffic control across multiple corridors. Z&K's Senior Construction Inspector, Tom Verpooten, provided daily field inspection, monitored contractor activities, verified pay quantities, and ensured compliance with City standards. Through proactive communication and accurate reporting, Z&K supported the City in delivering high-quality improvements that met community needs.

**City of Costa Mesa, Citywide Parkway Maintenance, Street Rehabilitation & Slurry Seal Project, Project No. 21-03** | Z&K provided construction management and inspection services for the City of Costa Mesa's Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project. The project scope included slurry seal, pavement rehabilitation, ADA-compliant curb ramps, roadway striping, and traffic control improvements across multiple corridors. Serving as Construction Manager, Zack Faqih, PE, oversaw contract administration, schedule monitoring, and field coordination, while Z&K inspection staff provided daily oversight of construction activities, verified quantities for payment, and enforced compliance with project specifications. Responsibilities also included processing RFIs and submittals, reviewing change orders, and coordinating with City staff to maintain clear communication throughout the project. Through this combined management and inspection role, Z&K supported the City in delivering durable pavement and safety enhancements that improved roadway conditions and mobility across the community.

**City of Costa Mesa, Jack Hammett Sports Complex Improvement Project, Project No. 21-035** | Z&K provided construction management and inspection services for the City of Costa Mesa's Jack Hammett Sports Complex Improvement Project. The scope included site improvements to enhance accessibility, safety, and functionality of the sports complex, such as ADA upgrades, parking lot and pedestrian improvements, lighting, landscaping, and irrigation enhancements. As Construction Manager, Zack Faqih, PE, oversaw contract administration, scheduling, and coordination with City staff, while Z&K's inspection team provided daily oversight of construction activities to ensure compliance with specifications, quality standards, and labor requirements. Responsibilities also included reviewing RFIs and submittals, processing change orders, verifying quantities for payment, and maintaining proactive communication with stakeholders. Through this combined management and inspection role, Z&K supported the City in delivering high-quality facility improvements that serve the community's recreational and event needs.

Through these recent City of Costa Mesa projects, Z&K has demonstrated its ability to provide the City with consistent, high-quality construction management and inspection services tailored to its needs. Our hands-on experience within the City gives us unique insight into local conditions, stakeholder coordination, and agency requirements — lessons that we will carry forward into the Adams Avenue Bicycle Facility Project. With a proven record of delivering complex improvements in Costa Mesa, Z&K is well-positioned to support the City on this federally funded project, building on our local experience while applying our expertise with Caltrans and LAPM compliance.

## RELEVANT EXPERIENCE WITH FEDERALLY FUNDED PROJECTS

Z&K has extensive experience providing construction management and inspection services on federally funded roadway, multimodal, and active transportation projects administered through Caltrans. Our team is fully versed in Davis-Bacon prevailing wage requirements, DBE participation tracking, Buy America provisions, and all applicable Caltrans LAPM procedures, including invoicing, contract administration, civil rights compliance, and project close-out. Over the past five years, we have successfully managed and inspected multiple federally funded street rehabilitation, slurry seal, and bikeway improvement projects throughout Southern California. These projects, completed on time and within budget, demonstrate Z&K's proven ability to deliver federally funded improvements.

### **City of Pomona, Street Rehabilitation, Districts 1 and 6, Federal Project No.: STPL-5070(040) |**

Z&K provided construction management and inspection services for the City's federally funded Street Rehabilitation Project covering multiple major arterials in Districts 1 and 6. The project scope included pavement rehabilitation, ADA-compliant curb ramps, sidewalks, driveways, curb and gutter, utility coordination, and traffic control improvements. Z&K's Resident Engineer managed contract administration, schedule tracking, and Caltrans LAPM documentation, while inspection staff provided daily oversight of contractor activities, verified pay quantities, and enforced compliance with Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. This project highlights Z&K's ability to deliver federally funded roadway and ADA improvements with the same level of oversight, compliance, and coordination required for the Adams Avenue Bicycle Facility Project.

#### **Similar Features:**

- ✓ Pavement rehabilitation and slurry seal across multiple corridors
- ✓ Construction of ADA-compliant curb ramps, sidewalks, and driveways
- ✓ Daily inspection, pay quantity verification, and contract compliance
- ✓ Comprehensive traffic control planning on active city streets
- ✓ Public coordination and minimizing impacts to residents and businesses
- ✓ Construction management oversight, including RFIs, submittals, and change orders
- ✓ Utility coordination and stakeholder communication
- ✓ Application of QA/QC practices and materials testing oversight

### **City of Cathedral City, HSIP 9A Safety Improvements, Federal Project No.: HSIPL-5006(920) |**

Z&K provided construction management and inspection services for Cathedral City's HSIP 9A Project, funded through the Federal Highway Safety Improvement Program (HSIP). The project scope included roadway safety enhancements on major arterials such as traffic signal modifications, new signing and striping, ADA-compliant curb ramps, and pedestrian crossing upgrades. Z&K's Resident Engineer managed contract administration, Caltrans LAPM documentation, and federal compliance reporting, while inspection staff provided daily oversight of construction, verified pay quantities, and enforced compliance with Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. This project demonstrates Z&K's ability to manage federally funded roadway and safety improvements that align closely with the compliance and multimodal needs of the City's Project.

#### **Similar Features:**

- ✓ Federally funded project requiring Caltrans LAPM documentation and reporting
- ✓ Traffic signal modifications and intersection safety improvements
- ✓ Signing and striping enhancements to improve roadway safety
- ✓ Construction of ADA-compliant curb ramps and pedestrian crossings
- ✓ Daily field inspection, pay quantity verification, and documentation
- ✓ Contract administration, RFIs, submittals, and change order processing
- ✓ Enforcement of DBE participation, Davis-Bacon wages, and Buy America compliance
- ✓ Stakeholder and utility coordination to minimize community impacts
- ✓ QA/QC oversight and coordination of materials testing

**City Alhambra, Pedestrian Countdown Signal Head Installation Project, Federal Project No.: HSIPL-5130(022)** | Z&K provided construction management and inspection services for the City of Alhambra's federally funded Pedestrian Countdown Signal Head Installation Project. The project scope included removal of existing pedestrian signal heads and installation of new LED pedestrian countdown modules at major intersections throughout the City. Responsibilities included oversight of traffic control and staging, inspection of electrical and signal work, verification of quantities, and review of contractor submittals. Z&K's team also ensured compliance with Caltrans LAPM documentation, Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. This project demonstrates Z&K's ability to manage federally funded traffic signal and pedestrian safety improvements that directly align with the Adams Avenue Bicycle Facility Project's multimodal and safety objectives.

#### Similar Features:

- ✓ Federally funded project requiring Caltrans LAPM documentation and reporting
- ✓ Traffic signal and pedestrian safety improvements
- ✓ Removal and replacement of electrical and signal equipment
- ✓ Daily field inspection and pay quantity verification
- ✓ Contractor submittal and RFI review
- ✓ Davis-Bacon prevailing wage and Buy America compliance
- ✓ DBE participation monitoring and reporting
- ✓ Traffic control planning and staging at active intersections
- ✓ Coordination with City staff and stakeholders to minimize community impacts

**City of Palm Springs, HSIP Cycle 9 Traffic Signal Improvements Federal Project No.: HSIPL-5282(049)** | Z&K provided construction management and inspection services for the City of Palm Springs' federally funded HSIP Cycle 9 Traffic Signal Improvements Project. The project scope included upgrades to nine signalized intersections on major arterials across the city, featuring traffic signal modifications, installation of video detection cameras, advanced dilemma zone detection, protected left-turn phases, pedestrian countdown heads, new signing and striping, and ADA-compliant curb ramp replacements. Z&K's Resident Engineer oversaw contract administration, schedule tracking, and Caltrans LAPM documentation, while inspection staff monitored daily construction activities, verified pay quantities, and ensured compliance with Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. This project demonstrates Z&K's ability to deliver federally funded traffic signal and safety improvements that align closely with the multimodal and safety objectives of the Adams Avenue Bicycle Facility Project.

#### Similar Features to Costa Mesa Projects

- ✓ Federally funded project requiring Caltrans LAPM documentation and reporting
- ✓ Traffic signal modifications and intersection safety upgrades
- ✓ Installation of pedestrian countdown signal heads and ADA curb ramps
- ✓ Signing, striping, and roadway safety enhancements
- ✓ Daily field inspection, pay quantity verification, and documentation
- ✓ Contract administration, RFIs, submittals, and change order processing
- ✓ Enforcement of DBE participation, Davis-Bacon wages, and Buy America compliance
- ✓ Coordination with utilities, stakeholders, and City staff to minimize impacts
- ✓ QA/QC oversight and materials testing

Z&K has a consistent record of successfully managing federally funded roadway, traffic signal, and multimodal safety improvements that required strict compliance with Caltrans LAPM procedures, Davis-Bacon prevailing wages, Buy America provisions, and DBE participation requirements. Our experience demonstrates the ability to balance federal compliance with proactive construction management and inspection services, ensuring that projects are delivered safely, efficiently, and to the highest quality standards. This proven track record positions Z&K to provide the City of Costa Mesa with a reliable partner for the Adams Avenue Bicycle Facility Project.



## RELEVANT EXPERIENCE WITH BICYCLE FACILITY PROJECTS

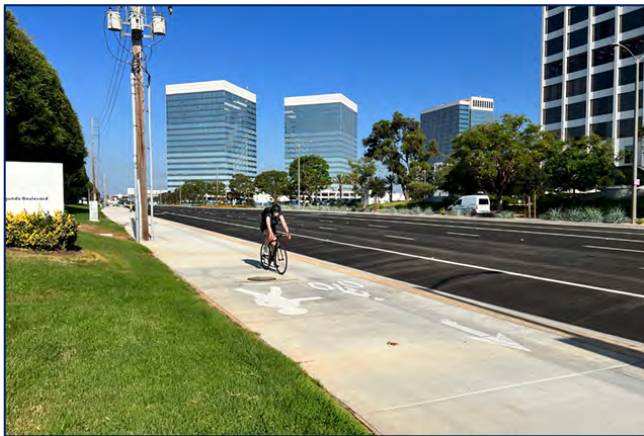
### City of Corona, Citywide Street Pavement Rehabilitation Project No. ST-2021-01 |

Z&K provided construction management and inspection services for this project which was completed on time and within budget. The work involved extensive pavement rehabilitation on major arterials, micromilling, slurry seal, and resurfacing across multiple corridors. As part of the multimodal improvements, the project installed new Class II striped bike lanes using thermoplastic striping, refreshed pavement markings, and raised markers to enhance visibility for cyclists. Additional safety upgrades included construction of ADA-compliant curb ramps and pedestrian crossings, as well as installation of multiple solar-powered HAWK pedestrian hybrid beacons to improve safety at key intersections. Z&K's Resident Engineer oversaw contract administration, schedule monitoring, and QA/QC documentation, while inspection staff verified pay quantities, enforced compliance with City standards, and coordinated with contractors to maintain safe mobility for bicyclists, pedestrians, and vehicles during construction.



#### Similar Features:

- ✓ Pavement rehabilitation and slurry seal
- ✓ Installation of Class II striped bike lanes
- ✓ Thermoplastic roadway and bike lane striping with raised markers
- ✓ ADA-compliant curb ramp construction
- ✓ Installation of pedestrian safety features, including HAWK beacons
- ✓ Daily inspection and compliance oversight
- ✓ Traffic control on active arterial roadways
- ✓ Coordination with utilities and public stakeholders



### City of El Segundo, El Segundo Boulevard Improvement Project (PW 23-02) |

Z&K provided construction management and inspection services for the City of El Segundo's El Segundo Boulevard Improvement Project. The project scope included pavement rehabilitation on this major arterial, traffic signal modifications, ADA curb ramps, pedestrian crossing upgrades, and installation of new signing and striping, including Class II striped bike lanes. Z&K's Resident Engineer oversaw contract administration, utility coordination, and schedule monitoring, while inspection staff verified quantities, enforced compliance with City standards, and ensured safe

implementation of bike lanes and roadway striping. This project reflects Z&K's ability to manage complex corridor improvements that integrate bicycle facilities with roadway, pedestrian, and traffic signal upgrades. This project was completed on time and within budget.

#### Similar Features:

- ✓ Pavement rehabilitation and corridor resurfacing
- ✓ Installation of Class II striped bike lanes with thermoplastic striping
- ✓ Traffic signal modifications and video detection upgrades
- ✓ ADA-compliant curb ramp and pedestrian improvements
- ✓ Signing, striping, and multimodal roadway safety enhancements
- ✓ Daily inspection, pay quantity verification, and compliance oversight
- ✓ Traffic control on active arterial streets
- ✓ Coordination with City staff, utilities, and community stakeholders

## City of Chino, Citywide Slurry Seal Program |

Z&K provided construction management and inspection services for the City of Chino's Project, which improved roadway conditions and extended pavement life across multiple corridors. The project, completed on time and within budget, included slurry seal resurfacing, crack sealing, and pavement preparation, along with new Class II bike lanes and green conflict-zone striping at intersections and driveways to improve visibility and cyclist safety. Z&K's inspection team provided daily



field oversight, verified pay quantities, and ensured compliance with City standards, while coordinating traffic control to maintain safe access for bicyclists, pedestrians, and motorists during construction. The addition of enhanced bike lanes reflects the City's commitment to expanding its multimodal network and highlights Z&K's experience delivering pavement projects that integrate bicycle facilities.

### Similar Features:

- ✓ Slurry seal resurfacing and crack sealing on arterial and collector streets
- ✓ Installation of Class II bike lanes with thermoplastic striping
- ✓ Green painted conflict zones at intersections for cyclist visibility
- ✓ ADA-compliant curb ramp coordination with striping
- ✓ Daily inspection, pay quantity verification, and contract compliance
- ✓ Traffic control management on active streets
- ✓ Coordination with City staff, contractors, and community stakeholders

### REFERENCES

Z&K Consultants has developed a strong working relationship with the City of Costa Mesa through our successful delivery of roadway, maintenance, and facility improvement projects. Our team has provided construction management and inspection services for pavement rehabilitation, slurry seal, ADA improvements, traffic control, and sports facility upgrades, always emphasizing proactive communication, accurate documentation, and responsiveness to City staff. We are pleased to provide additional project details, sample deliverables, or facilitate direct communication with City staff from recent projects to further demonstrate our performance. This history of reliable service underscores Z&K's commitment to transparency, accountability, and our continued readiness to support the City of Costa Mesa on the Adams Avenue Bicycle Facility Project.

#### City of Corona, Citywide Street Pavement Rehab Project



**Contact Name:** Aftab Hussain, Assistant Utilities Director  
**Address:** 400 S Vicentia Ave, Corona, CA 92882  
**Phone & Email:** (909) 202-5981, aftab.hussain@coronaca.gov

#### City of Chino, Citywide Slurry Seal Program



**Contact Name:** Michele Hindersinn, Principal Engineer  
**Address:** 13220 Central Ave, Chino, CA 91710  
**Phone & Email:** (909) 334-3213, mhindersinn@cityofchino.org

#### City of El Segundo, El Segundo Boulevard Improvement Project



**Contact Name:** Cheryl Ebert, PE, City Engineer  
**Address:** 350 Main Street, El Segundo, CA 90245  
**Phone & Email:** (310) 524-2321, cebert@elsegundo.org

*Additional references available upon request.*



## **FINANCIAL CAPACITY**

Z&K Consultants, Inc. has the financial stability and resources necessary to successfully perform construction management and inspection services for the Adams Avenue Bicycle Facility Project. Our firm maintains a solid financial position supported by steady growth, diverse municipal contracts, and responsible fiscal management since our founding. Z&K has consistently demonstrated the ability to manage multiple projects concurrently while maintaining adequate working capital, insurance coverage, and bonding capacity to meet client requirements.

We understand the City may request financial data to evaluate our capabilities, and Z&K will provide all necessary documentation, including audited financial statements, banking references, bonding information, and insurance certificates, upon request. This transparency reflects our commitment to accountability and ensures the City's confidence in our ability to perform as a reliable, long-term partner.

## **FEE SCHEDULE**

In accordance with the requirements of the RFP, Z&K Consultants, Inc. will submit the Fee Schedule as a separate document. The schedule will include hourly rates for all proposed personnel by task, along with a total not-to-exceed amount for the project. All costs for meetings, reproduction, materials, and associated project expenses will be itemized and incorporated into the total not-to-exceed amount to provide the City with a complete and transparent cost proposal.

## **DISCLOSURE**

Z&K Consultants, Inc. has no past or current business or 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.

Should any potential conflict of interest arise in the future, Z&K is committed to promptly disclosing it to the City to ensure full transparency and compliance with all ethical and contractual requirements.

## **PROFESSIONAL SERVICES AGREEMENT**

Z&K Consultants, Inc. has reviewed the City of Costa Mesa's sample Professional Services Agreement included as Appendix E of the RFP. We have no exceptions or conditions to the Agreement and will execute the contract as provided by the City.

## **CHECKLIST OF FORMS TO ACCOMPANY PROPOSAL**

Z&K Consultants, Inc. has completed and included the required forms, located in Appendix F of the RFP, as part of this proposal. These forms include:

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





# APPENDIX A FORMS





## VENDOR APPLICATION FORM

**FOR** CM & Inspection Services for Adams  
**RFP No. 25-11 for Avenue Bicycle Facility Project**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Z&K Consultants, Inc.

Contact Person for Agreement: Crystal Fraire

Corporate Mailing Address: 17130 Van Buren Blvd. #122

City, State and Zip Code: Riverside, CA 92504

E-Mail Address: cfraire@zandkconsultants.com

Phone: (951) 310-7470 Fax: N/A

Contact Person for Proposals: Brittany Duhn

Title: Contract Manager E-Mail Address: bduhn@zandkconsultans.com

Business Telephone: (714) 788-9965 Business Fax: N/A

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP  
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP  
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Crystal Fraire	President	(951) 310-7470
Zack Faqih	Vice President	(949) 637-5040
Jasmine Pate	Secretary	(951) 317-3706

Federal Tax Identification Number: 80-0359298

City of Costa Mesa Business License Number: Will Obtain

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: Not Applicable

## COMPANY PROFILE & REFERENCES

### Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): California C Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 17130 Van Buren Blvd. #122, Riverside, CA 92504

Website Address: www.zandkconsultants.com

Telephone Number: (951) 310-7470

Facsimile Number: N/A

Email Address: cfraire@zandkconsultants.com

Length of time the firm has been in business: 15+ years

Length of time at current location: 9 years

Is your firm a sole proprietorship doing business under a different name: \_\_\_Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under: N/A

Federal Taxpayer ID Number: 80-0359298

Regular Business Hours: 7:30AM-5:00PM

Regular holidays and hours when business is closed: Federal Holidays

### Contact person in reference to this solicitation: Crystal Fraire

Telephone Number: (951) 310-7470

Facsimile Number: N/A

Email Address: cfraire@zandkconsultants.com

### Contact person for accounts payable: Crystal Fraire

Telephone Number: (951) 310-7470

Facsimile Number: N/A

Email Address: cfraire@zandkconsultants.com

### Name of Project Manager: Brittany Duhn

Telephone Number: (714) 788-9965

Facsimile Number: N/A

Email Address: bduhn@zandkconsultants.com

## **COMPANY PROFILE & REFERENCES (Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

### **Company Name:** City of Corona

Telephone Number: (909) 202-5981  
Contact Name: Aftab Hussain, Assistant Utilities Director  
Contract Amount: \$500,000  
Email: aftab.hussain@coronaca.gov  
Address: 400 S Vicentia Ave, Corona, CA 92882  
Brief Contract Description: Construction Management & Inspection Services for City of Corona, Citywide Street Pavement Rehab Project

### **Company Name:** City of Chino

Telephone Number: (909) 334-3213  
Contact Name: Michele Hindersinn, Principal Engineer  
Contract Amount: \$400,000  
Email: mhindersinn@cityofchino.org  
Address: 13220 Central Ave, Chino, CA 91710  
Brief Contract Description: Construction Management & Inspection Services for City of Chino, Citywide Slurry Seal Program

### **Company Name:** City of El Segundo

Telephone Number: (310) 524-2321  
Contact Name: Cheryl Ebert, City Engineer  
Contract Amount: \$500,000  
Email: cebert@elsegundo.org  
Address: 350 Main Street, El Segundo, CA 90245  
Brief Contract Description: Construction Management & Inspection Services for City of El Segundo, El Segundo Boulevard Improvement Project

## EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-11** **FOR** CMCI at any time after **November 09, 2020**.

Crystal Traine

**Date:** 9/23/25

## Signature

Crystal Fraire

**Print**

**OR**

I certify that Proposer or Proposer's representatives have communicated after **November 09, 2020** with a City Councilmember concerning informal **RFP No. \_\_\_\_\_** **FOR \_\_\_\_\_**. A copy of all such communications is attached to this form for public distribution.

Date: \_\_\_\_\_

## Signature

---

**Print**

### **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor 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. List below or state "None."

None.

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No   X  

If the answer is yes, explain the circumstances in the following space.

N/A



**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
		N/A		

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.

*Crystal Trainor*

\_\_\_\_\_  
Bidder/Applicant/Proposer

9/23/2025

\_\_\_\_\_  
Date



**EXHIBIT C**  
**FEE SCHEDULE**

## FEE SCHEDULE

September 23, 2025

City of Costa Mesa  
Public Works Department  
77 Fair Drive, Costa Mesa, CA 92626

**Subject:** Fee Proposal for Construction Management and Inspection Services – Adams Avenue Bicycle Facility Project (City Project No. 25-11, Federal Project No. STPL-5312(108))

Dear Selection Committee,

Z&K Consultants, Inc. (Z&K) is pleased to submit our cost proposal to provide Construction Management and Inspection Services for the Adams Avenue Bicycle Facility Project. Our proposed not-to-exceed fee is \$241,374.00, which includes all labor, materials, transportation, insurance, and administrative costs. The City will negotiate the final fee with the selected consultant, and this proposal reflects compliance with all prevailing wage and labor requirements of the State of California. All rates are fully burdened, including overhead, profit, and insurance, and our personnel will meet all applicable labor standards for the full duration of the project.

### Z&K Consultants, Inc Hourly Rates:

Resident Engineer .....	\$166.00
Senior Construction Inspector .....	\$155.00
Project Manager/Office Engineer.....	\$142.00
Labor Compliance Officer .....	\$135.00
Material Testing & Geotechnical Services .....	Attached

### COST PROPOSAL TERMS & CONDITIONS

**Staff Substitution & Support** | Qualified alternate staff may be assigned as needed and billed per the approved rate schedule.

**Subconsultant Costs** | Subcontracted services billed at cost plus 10% for coordination and oversight.

**Exclusions** | Excludes surveying and SWPPP services unless added by amendment.

**Late Payment Interest** | 10% annual interest may apply to undisputed invoices unpaid after 30 days, unless disputed in writing within 7 days.

I am authorized to bind Z&K Consultants, Inc. to this proposal and will serve as the point of contact for the duration of the contract. By signing below, I affirm that all submitted information is accurate and that this proposal shall remain valid for no fewer than 120 days.

Sincerely,



**Crystal Fraire, PE**, President/Principal-in-Charge  
17130 Van Buren Blvd. #122, Riverside, CA 92504  
Phone. 951.310.7470 | cfraire@zandkconsultants.com

**Invoices** | Submitted monthly within three months of services. Includes cover sheet and detailed timesheets. Additional backup billed at \$148/hour; invoicing meetings billed at contract labor rates. Net 30 days.

**Overtime & Double Time** | Overtime (1.5x) applies beyond 8 hrs/day or 40 hrs/week; double time (2.0x) on Sundays/holidays. OT/DT applies when required by contractor schedule or conditions. Inspectors will provide coverage whenever the contractor is working.

## NOT-TO-EXCEED FEE SCHEDULE

Below is the not-to-exceed fee schedule for the Adams Avenue Bicycle Facility Project (City Project No. 25-11, Federal Project No. STPL-5312(108)). Material testing services will be provided by a certified subconsultant (Converse Consultants) on an as-needed basis. The proposed fee is based on a construction duration of 90 working days (approximately 18 weeks). This cost proposal includes all Construction Management, Inspection, Labor Compliance, and administrative support services required to successfully manage and deliver the project in compliance with City, State, and Federal requirements.

Construction Management and Inspection Support Services for Adams Avenue Bicycle Facility Project (Federal Project No. STPL-5312(108), City Project No. 25-11)						
Task/ Classification	Resident Engineer (Hrs)	Senior Construction Inspector (Hrs)	Project Manager / Office Engineer (Hrs)	Labor Compliance Officer (Hrs)	Material Testing (Converse Consultants)	Total Cost
Hourly Rate	\$166.00	\$155.00	\$142.00	\$135.00	-	
Preconstruction Phase	24	24	24	4	-	\$11,652.00
Construction Phase (90 WD)	270	720	270	90	-	\$206,910.00
Material Testing Services	-	-	-	-	\$11,160.00	\$11,160.00
Project Closeout	24	24	24	4	-	\$11,652.00
Total Hours	318	768	318	98	-	
Total Cost	\$52,788.00	\$119,040.00	\$45,156.00	\$13,230.00	\$11,160.00	\$241,374.00

*The above hours are an estimate of total hours for each team member per task. The total subtask hours will change as the City and the project dictate. Our team will redistribute hours as necessary throughout the project. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership roles and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.*

## CONVERSE CONSULTANTS

### Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project. This fee schedule is valid through December 31, 2025.

#### IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488 .....	15.00
Engineering Classification, ASTM D2487 .....	20.00
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937 .....	20.00
Moisture Content, ASTM D2216 .....	15.00
Shrinkage Limit, ASTM D4943 .....	85.00
Atterberg Limits, ASTM D4318 Several points .....	150.00
One Point .....	50.00
Particle Size Analysis, ASTM D6913 Fine Sieve, from #200 to #4 .....	100.00
Coarse and Fine Sieve, from #200 to 3 in .....	180.00
Hydrometer .....	120.00
Percent Passing #200 Sieve, ASTM D1140 .....	80.00
Specific Gravity Fine, passing #4 sieve, ASTM D854 .....	90.00
Coarse, retained on #4 sieve, ASTM C127 .....	90.00
Sand Equivalent Test, ASTM D2419 .....	110.00
Double Hydrometer Dispersion, ASTM D4221 .....	150.00

#### COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557 Method A or B .....	200.00
Method C, 6" mold .....	200.00
California Impact Method, Caltrans 216 .....	200.00
R-value, ASTM D2844 and CTM301 .....	250.00
California Bearing Ratio (CBR), ASTM D1883 1 Point .....	530.00
3 Points .....	750.00
Relative Density 0.1 Cubic Foot Mold .....	200.00
0.5 Cubic Foot Mold .....	300.00

#### SHEAR STRENGTH

Torvane/Pocket Penetrometer .....	25.00
Direct Shear Quick Test .....	75.00
Consolidated, Drained, granular soil, ASTM D3080 .....	200.00
Consolidated, Drained, fine grained soil, ASTM D3080 .....	250.00
Consolidated, Undrained, fine grained soil .....	200.00
Residual Strength, per cycle .....	60.00
Remolded Specimens .....	60.00

#### STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166 .....	150.00
Unconsolidated, Undrained, ASTM D2850 .....	160.00
Consolidated, Undrained, per point .....	700.00
Consolidated, Drained, per point .....	700.00
With Pore Pressure Measurement, per load .....	150.00
Remolded Specimen .....	90.00

#### CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments .....	220.00
Additional Load Increment .....	50.00
Time-Ratio, per load increment .....	90.00
Single Point, collapse test .....	90.00

#### Single Load Swell, ASTM D4546

Ring Sample, Field Moisture .....	90.00
Ring Sample, Air Dried .....	90.00
Remolded Sample .....	60.00
Expansion Index Test, UBC 29-2/ASTM D4829 .....	130.00

#### HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434 .....	250.00
Falling Head Flexible Wall, ASTM D5084 .....	300.00
Triaxial Permeability, EPA 9100 .....	350.00
Remolded Specimen .....	60.00

#### CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides) .....	220.00
Organic Content, ASTM D2974 .....	80.00

**Conditions:** Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

## CONVERSE CONSULTANTS

### Schedule of Fees – Materials Laboratory Testing

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2025.

#### AGGREGATES

Moisture Content, ASTM D2216 .....	15.00
Particle Size Analysis	
Coarse, ASTM C136, each.....	100.00
Coarse and Fine, ASTM C136 & C137), each.....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127 .....	85.00
Fine Aggregate, ASTM C128 .....	85.00
Unit Weight per Cubic Foot, ASTM C29 .....	75.00
Soundness, Sodium or Magnesium, ASTM C88, each .....	200.00
Potential Alkali Reactivity, ASTM D289 .....	300.00
Freeze Thaw Soundness.....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535.....	220.00
Sand Equivalent, ASTM D2419.....	110.00
Lightweight Particles, ASTM C123, each.....	85.00
Clay Lumps & Friable Particles, ASTM C142, each.....	120.00
Stripping Test, ASTM D1664, each .....	85.00
Organic Impurities, ASTM C40 .....	75.00
Durability .....	By Quote

#### CONCRETE TESTS

Laboratory Trial Batch, ASTM C192 .....	By Quote
Laboratory Mix Design, Historical Data .....	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each.....	50.00
Lightweight Concrete	
Compression .....	50.00
Unit Weight.....	50.00
Specimen Preparation, Trimming or Coring, each .....	60.00
Bond Strength, ASTM C321	
Prepared by Converse.....	150.00
Prepared by Others .....	80.00
Core Compression Test, ASTM C12, each.....	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each.....	110.00
Modulus of Elasticity, Static, ASTM C469, each .....	150.00
Length Change, ASTM C157, 3 bars, 5 readings each,	
up to 26 days.....	320.00
Splitting Tensile, 6"x12" Cylinders, each.....	80.00
Field Concrete Control (sampling, slump, temperature,	
cast 4 cylinders, molds, cylinder pick-up, within 10 miles	
of office, stand-by extra), ASTM/UBC, hourly rate	
schedule, or each cylinder.....	95.00
Field Concrete Control (same as above plus air content test),	
ASTM/UBC, each cylinder.....	95.00
Hold Cylinder .....	10.00
Cylinder Mold, sent to job site but not cast by Converse or	
returned to Converse.....	5.00

#### MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each.....	20.00
Absorption, each.....	50.00
Compression, each.....	55.00
Shrinkage, ASTM C426, each .....	100.00
Net Area and Volume, each.....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each.....	55.00
Masonry Core Shear, each.....	55.00
Masonry Core Trimming, each.....	55.00
Compression Test, grouted prisms, 8"x8"x16", each.....	120.00
Compression Test, grouted prisms, 12"x16"x16", each.....	130.00
Compression Test	
2"x4" Mortar Cylinder, each .....	40.00
3"x6" Grout Prisms, each.....	40.00
2" Cubes, ASTM C109, each.....	40.00
Cast by Others.....	40.00
Mortar or Grout Mix Designs.....	By Quote

#### FIREPROOFING TESTS

Oven Dry Density, per sample .....	70.00
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#### MOISTURE EMISSION TEST

Moisture Emission Test Kit.....	70.00
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#### ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927 .....	200.00
Marshall ASTM D1559, ASTM D2726.....	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041,	
Rice Method, each .....	95.00
Void Analysis of Cores or Marshall Specimens,	
Calculations Only, ASTM D3203, set of 2 or 3.....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample.....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall .....	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B,	
or California 310, including ash correction, each .....	210.00
Extraction of Rubberized Asphalt & Gradation, each.....	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated.....	95.00
Coated.....	105.00
Immersion-Compression .....	400.00
Particle Coating, ASTM D2489 .....	60.00
Stripping, ASTM D1664 .....	70.00
Moisture or Volatile Distillates in Paving Mixtures, or	
Materials Containing Petroleum Products or	
By-Products.....	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens.....	By Quote
Retained Stability, Mil, Std, 520A, Method 104,	
6 specimens .....	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point .....	350.00
Asphalt Temperature.....	15.00

#### STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each .....	60.00
Bend Test #9 Bar or Smaller, each .....	60.00
Tensile Test #10 Bar or Greater, each .....	280.00
Tensile Test #14 Bar, each .....	310.00
Rebar Coupler Tensile Test .....	100.00
Tensile Test, Welded #9 Bar or Smaller, each .....	100.00
Tensile Test, Welded #10 Bar or Greater, each .....	280.00
Tensile Test, Welded #14 Bar, each .....	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller,	
each .....	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater,	
each .....	350.00

#### HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each .....	65.00
Over 100,000 lbs., each .....	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each .....	70.00
Tensile Test, Anchor Bolts, tested with displacement	
transducers, each.....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each .....	50.00
Washer Hardness, each.....	40.00
A325 or A490, Bolt Hardness Only, each.....	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each .....	90.00
Over 100,000 lbs. & Hardness, each.....	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs. ....	300.00
Over 100,000 lbs. ....	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

**CONVERSE CONSULTANTS**  
**Prevailing Wage Schedule of Fees**  
**Personnel**

**Introduction**

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2025.

**Hourly Charges for Personnel**

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

**Field Technical Services (all including vehicle and equipment)**

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections) .....	\$150
DSA Masonry Inspector .....	150
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer) .....	155
Coring Technician .....	150
Soils Technician (soil, base, asphalt concrete, and moisture emission testing) .....	150
Sample Pick-Up .....	60

**Professional Services (consultation for field and office, if requested)**

Staff Professional .....	\$140
Senior Staff Professional.....	145
Project Professional .....	155
Project Manager.....	160
Senior Professional .....	180
Principal Professional.....	210
Principal Consultant .....	225

**Laboratory Testing**

Laboratory Technician.....	Per Test
(see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor .....	\$85

**Office Support**

Clerical/Word Processing.....	\$80
Drafting.....	85
CAD Operator/Drafting Manager.....	90

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

**Expenses**

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

**Invoices**

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

**General Conditions**

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

**EXHIBIT D**  
**CITY COUNCIL POLICY 100-5**

## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

#### BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

#### PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

#### POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:



<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-604

**Meeting Date:** 12/2/2025

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**TITLE:**

**CONTINUATION REQUEST OF AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO UPHOLD THE ECONOMIC AND DEVELOPMENT SERVICES DIRECTOR'S DECISION TO DENY A REASONABLE ACCOMMODATION REQUEST TO DEVIATE FROM CERTAIN REQUIREMENTS OF THE ZONING CODE TO OPERATE A SOBER LIVING HOME, OPERATED BY THE OHIO HOUSE AT 115 EAST WILSON STREET, UNITS A THROUGH E**

**DEPARTMENT:** ECONOMIC AND DEVELOPMENT SERVICES  
**DEPARTMENT/PLANNING DIVISION**

**PRESENTED BY:** VICTOR MENDEZ, SENIOR PLANNER

**CONTACT INFORMATION:** VICTOR MENDEZ, (714)754-5276

**RECOMMENDATION:**

Staff recommends the City Council open the public hearing and continue the item to the February 3, 2026 meeting, pursuant to the applicants' request.

**BACKGROUND:**

The public hearing was noticed for the December 2, 2025 City Council meeting. Following the noticing, the applicant requested to continue the item to the February 3, 2026 City Council meeting.

**ANALYSIS:**

The applicant requested that the public hearing be continued to a date certain to the February 3, 2026 City Council meeting. Staff will present the item at the February 3, 2026 meeting.

**ALTERNATIVES:**

There are no recommended alternatives.

**FISCAL REVIEW:**

The fiscal review will be included as part of the February 3, 2026 report.

**LEGAL REVIEW:**

The legal review will be included as part of the February 3, 2026 report.

**CITY COUNCIL GOALS AND PRIORITIES:**

The priorities will be included as part of the February 3, 2026 report.

**CONCLUSION:**

The item will be presented at the February 3, 2026 City Council meeting.

---

**From:** Christopher Brancart <cbrancart@brancart.com>  
**Sent:** Monday, November 24, 2025 9:04 PM  
**To:** MENDEZ, VICTOR <VICTOR.MENDEZ@costamesaca.gov>; GREEN, BRENDA <brenda.green@costamesaca.gov>  
**Cc:** TAI, CARRIE <Carrie.Tai@costamesaca.gov>; TERAN, STACY <STACY.TERAN@costamesaca.gov>; Kimberly Hall Barlow - City Attorney <khb@jones-mayer.com>; Tarquin Preziosi <tp@jones-mayer.com>; CARON, MARTINA <Martina.Caron@costamesaca.gov>  
**Subject:** Re: PRAC-25-0002: Appeal to City Council

Victor,

Per our prior emails, this email confirms that appellants respectfully ask that the hearing of their appeal to City Council be set for **Tuesday, February 3, 2026.**

Thank you for your courtesy.

Happy Thanksgiving.

On Mon, Nov 24, 2025 at 4:51 PM Christopher Brancart <[cbrancart@brancart.com](mailto:cbrancart@brancart.com)> wrote:

Victor,

Thank you for your call and email.

Following our call, I immediately reached out to the appellants to determine the best date among the dates offered in your email.

- I've received confirmation that February 3 works best for appellants; however, they are checking with their new representative to determine if that date works for him as well.
- The appellants appreciate the urgency in getting this date fixed and pledge to advise me today.

As soon as I hear back, I will immediately notify all persons on this email.

Thank you for your email and patience; happy thanksgiving.

On Mon, Nov 24, 2025 at 10:50 AM MENDEZ, VICTOR <[VICTOR.MENDEZ@costamesaca.gov](mailto:VICTOR.MENDEZ@costamesaca.gov)> wrote:

Hi Christopher,

I just sent you a voicemail. The notice for the appeal hearing has been sent and published in the newspaper. As a result, the associated noticing fees will be invoiced to you shortly.

Regarding your continuance request, please let me know which date works best for your team. On December 2, the City Council will open the public hearing and continue it to a date certain. The available Council dates for the timeframe you requested are January 20, February 3, and February 17.

Please confirm your preferred date at your earliest convenience so we can coordinate accordingly.

Thank you,



**Victor Mendez**  
Senior Planner  
Economic & Development Services Department  
77 Fair Drive | Costa Mesa | CA 92626 | (714) 754-5276

---

**From:** Christopher Brancart <[cbrancart@brancart.com](mailto:cbrancart@brancart.com)>

**Sent:** Friday, November 21, 2025 4:18 PM

**To:** MENDEZ, VICTOR <[VICTOR.MENDEZ@costamesaca.gov](mailto:VICTOR.MENDEZ@costamesaca.gov)>

**Cc:** TAI, CARRIE <[Carrie.Tai@costamesaca.gov](mailto:Carrie.Tai@costamesaca.gov)>; TERAN, STACY <[STACY.TERAN@costamesaca.gov](mailto:STACY.TERAN@costamesaca.gov)>; Kimberly Hall Barlow - City Attorney <[khb@jones-mayer.com](mailto:khb@jones-mayer.com)>; GREEN, BRENDA <[brenda.green@costamesaca.gov](mailto:brenda.green@costamesaca.gov)>; Tarquin Preziosi <[tp@jones-mayer.com](mailto:tp@jones-mayer.com)>; Christopher Brancart <[cbrancart@brancart.com](mailto:cbrancart@brancart.com)>

**Subject:** PRAC-25-0002: Appeal to City Council

Victor,

I hope you are well.

I email to request that we fix a date in late January or early February for conducting the hearing of Ohio House/Residents' appeal in PRAC-25-0002 to the City Council from the Planning Commission's affirmation of the Director's denial of Ohio House/Resident's 2025 RA request.

Ohio House/Residents have filed a timely notice of appeal to the City Council in PRAC-25-0002.

This request is for two reasons -- reasons I could not have anticipated before this week; namely:

- Among the appellants, one of the OH principals and/or one or more of the residents will be unavailable in December and January, until the last Tuesday in January. Thereafter, they don't anticipate any conflicts; and,
- Appellants are in the process of engaging a new or additional representative to guide or present the appeal on behalf of OH/Residents. This representative requires

time to review the underlying materials and is unavailable until late January.  
I anticipate that I will continue to represent OH/Residents in PRAC-25-0002 and I will remain the appellants' point of contact unless or until appellants or my office provide the City notice to the contrary.

In closing, please feel free to reachout to me if you have any questions regarding this request.  
In the meantime, Happy Thanksgiving.

--

Christopher Brancart  
Brancart & Brancart  
(650) 879-0141 (voice)  
(650) 879-1103 (fax)

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--

Christopher Brancart  
Brancart & Brancart  
(650) 879-0141 (voice)  
(650) 879-1103 (fax)

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# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

**File #:** 25-582

**Meeting Date:** 12/2/2025

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**TITLE:**

**PUBLIC HEARING REGARDING THE DEVELOPMENT IMPACT FEES ANNUAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025, AND THE TRAFFIC IMPACT FEE ANALYSIS**

**DEPARTMENT:** FINANCE AND PUBLIC WORKS DEPARTMENT

**PRESENTED BY:** CAROL MOLINA, FINANCE DIRECTOR / RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

**CONTACT INFORMATION:** CAROL MOLINA, FINANCE DIRECTOR, (714) 754-5243 / RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, (714) 754-5343

**RECOMMENDATION:**

Staff recommends the City Council:

1. Receive and file the Development Impact Fees Annual Report (Attachment 1) for the Fiscal Year ended June 30, 2025.
2. Adopt resolution (Attachment 2) continuing the citywide traffic impact fee for new development that incorporates recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:
  - Adopt a traffic impact fee of \$231 per Average Daily Trip (ADT) based on the Capital Improvement Projects in Attachment 4 and Active Transportation projects in the adopted Active Transportation Plan (ATP).
  - Approve allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.
  - Approve a five percent (5%) reduction in automobile trips as a result of ATP implementation and an additional five percent (5%) reduction in automobile trips for developments proposing to implement active transportation improvements beyond typical development requirements.

**BACKGROUND:**

Pursuant to the Mitigation Fee Act (California Government Code Sections 66001 through 66009), the City Council established certain Development Impact Fees (DIFs) that must be paid by developers of property to help offset some (or all) of the cost of public facilities related to the development project. The DIFs are for Park Development Impact Fees, Drainage Impact Fees, Traffic Impact Fees, and



Fire Systems Development Fees. The Mitigation Fee Act requires that City Council approve an annual report that provides information about the DIFs. These fees are required to be deposited into their own separate accounts or funds. The law also requires that certain findings be made in association with accumulated DIFs after the deposit into their respective account or fund.

### **ANALYSIS:**

Reporting requirements under California Government Code 66006 specify that the City must prepare annual reports of Development Impact Fees within 180 days of the close of the fiscal year.

The reports must describe the fee, the amount of the fees collected, interest earned, and identification of any expenditures from those funds. The code also specifies that reports must be reviewed by the City Council at a regularly scheduled meeting not less than 15 days following release to the public. The FY2025-25 Development Impact Fee Annual Report was released for public review on November 17, 2025.

The FY 2024-25 Development Impact Fee Annual Report is attached for City Council's review and approval (Attachment 1). A summary of the fees collected, and expenditures incurred in FY 2024-25 are included in the Financial Summary Report section.

Staff recommends that the City Council receive and file this Annual Report. Staff also requests the adoption of the attached resolution (Attachment 2), continuing the citywide traffic impact fee for new development in the City. The resolution incorporates the recommendations from the Traffic Impact Fee Ad Hoc Committee and staff.

### **Traffic Impact Fee Ad Hoc Committee - Annual Review**

The Traffic Impact Fee Ad Hoc Committee and staff met twice on October 9, 2025, and October 30, 2025, to review the traffic impact fee program and calculation. Recently completed projects, consideration of active transportation projects, and the available traffic impact fee fund balance were accounted for in this review.

Attachment 4 provides the calculation of the traffic impact fee of \$231 per Average Daily Trip (ADT) based on a revised list of capital improvement projects and the inclusion of Active Transportation projects. The Committee deliberated on the option to continue the current traffic impact fee of \$228 per ADT or to modify the traffic impact fee to \$231 per ADT. The discussion focused on the current balance of traffic impact fee fund, which is adequate to fund projects over the next two to three years, and the upcoming study to review traffic impact fees, taking into account future housing development as part of rezoning to meet state goals.

In response to public comment received, the Committee also discussed the eligibility of the traffic impact fee program for Active Transportation projects, reporting procedures, 1993 Ordinance requirements and consistency with recent government codes. Staff provided clarification on these items and provided information on ways the City is meeting the intent of Ordinance and government code requirements.

Following a review of the fee analysis and staff input, the Ad Hoc Committee recommended to adopt the calculated traffic impact fee of \$231 per ADT with the inclusion of Active Transportation projects in the Traffic Impact Fee program. In addition, the Ad Hoc Committee recommended to continue the allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.

The Ad Hoc Committee also recommended to continue to provide a five percent (5%) reduction in automobile trips for development projects due to the implementation of the Active Transportation Plan (ATP) and an additional five percent (5%) reduction in ADT if a development proposes to implement active transportation improvements beyond typical code requirements. The improvements have to be substantial, such as addition of a multipurpose trail, conversion of lower-class active bicycle facility to a higher-class bicycle facility, or enhanced pedestrian improvements in the vicinity of the project.

The Fiscal Year 2024-25 Traffic Impact Report (Attachment 2) depicts the opening balance, the ending balance on June 30, 2025, interest earned, revenues, expenditures, and unexpended funds from the Citywide Traffic Impact Fee Account. This attachment also shows there is \$308,479 of unallocated traffic impact fee that can be allocated to eligible projects in the next five (5) or more years. The accounting was presented to the Committee at their meetings on October 9, 2025, and October 30, 2025, and was approved.

As required by the Government Code, the updated Capital Improvement Plan (CIP) is contained in the Fiscal Year 2025-26 adopted budget and remains valid for the current traffic impact fee review. The traffic impact fee account information, including the interest earned, shown in Attachment 2, is available for public review.

### **ALTERNATIVES:**

The City Council may choose to reject all, or part of the Annual Report as presented. California Government Code Section 66006 requires that the report be reviewed at a public meeting. The City Council may choose to modify the Committee recommendation on traffic impact fees to continue the current \$228 per ADT. If this alternative is selected, the resolution will be modified to reflect City Council action.

### **FISCAL REVIEW:**

The change to the traffic impact fee from \$228 to \$231 represents an increase of \$3 per ADT, or approximately 1% increase, from the current fee. If approved, the increased fee is estimated to have positive fiscal impact of \$3,900 in revenue in the Traffic Impact Fees Fund (Fund 214). This report is legally required annually for the development impact fee activity and traffic impact fee analysis for the fiscal year that ended June 30, 2025.

### **LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item is administrative in nature.

**CONCLUSION:**

Staff recommends the City Council:

1. Receive and file the Development Impact Fees Annual Report (Attachment 1) for the Fiscal Year ended June 30, 2025.
2. Adopt the attached resolution (Attachment 2) continuing the citywide traffic impact fee for new development that incorporates recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:
  - Adopt a traffic impact fee of \$231 per Average Daily Trip (ADT) based on the Capital Improvement Projects in Attachment 4 and Active Transportation projects in the adopted Active Transportation Plan (ATP).
  - Approve allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.
  - Approve a five percent (5%) reduction in automobile trips as a result of ATP implementation and an additional five percent (5%) reduction in automobile trips for developments proposing to implement active transportation improvements beyond typical development requirements.

# **CITY OF COSTA MESA**

## **FY 2024-25 DEVELOPMENT IMPACT FEE REPORT**

**DECEMBER 2, 2025**

**CITY OF COSTA MESA  
77 FAIR DRIVE  
COSTA MESA, CA 92626**



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## City Leadership

### CITY COUNCIL



**JOHN STEPHENS**  
MAYOR



**MANUEL CHAVEZ**  
MAYOR PRO TEM  
DISTRICT 4



**MIKE BULEY**  
COUNCIL MEMBER  
DISTRICT 1



**LOREN GAMEROS**  
COUNCIL MEMBER  
DISTRICT 2



**ANDREA MARR**  
COUNCIL MEMBER  
DISTRICT 3



**ARLIS REYNOLDS**  
COUNCIL MEMBER  
DISTRICT 5



**JEFF PETTIS**  
COUNCIL MEMBER  
DISTRICT 6

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# City Official Directory

**City Manager’s Office**

City Manager ..... Lori Ann Farrell Harrison

**Department Directors**

City Attorney’s Office ..... Kimberly Barlow  
Community Development Services..... Carrie Tai  
Finance..... Carol Molina  
Information Technology ..... Steve Ely  
Parks and Community Services..... Brian Gruner  
Public Services..... Raja Sethuraman

**Public Safety**

Fire and Rescue ..... Daniel Stefano  
Police ..... Ronald Lawrence

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## Legal Requirements for Development Impact Fee Reporting

### Legal Requirements for Development Impact Fee Reporting

#### **California Government Code Section 66006 (b)**

California Government Code Section 66006 (b) defines the specific reporting requirements for local agencies that impose AB 1600 DIFs on new development. Annually, for each separate fund established for the collection and expenditure of DIFs, the local agency shall, within 180 days of the close of the fiscal year, make available to the public the information shown below for the most recent fiscal year.

- a) A brief description of the type of fee in the account or fund.
- b) The amount of the fee.
- c) The beginning and ending balance of the account or fund.
- d) The amount of the fees collected and interest earned.
- e) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- f) 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, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- g) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- h) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

#### **California Government Code Section 66001**

For all funds established for the collection and expenditure of DIFs, California Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

- a) Identify the purpose to which the fee is to be put.
- b) Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
- c) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in paragraph (2) of subdivision (a).
- d) Designate the approximate dates on which the funding referred to in subparagraph (c) is expected to be deposited into the appropriate account or fund.



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## **California Government Code Section 66002**

The State of California Government Code Section 66002 states that:

- a) Any local agency, which levies a fee subject to Section 66001, may adopt a capital improvement plan, which shall indicate the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with the fees.
- b) The capital improvement plan shall be adopted by, and shall be annually updated by, a resolution of the governing body of the local agency adopted at a noticed public hearing. Notice of the hearing shall be given pursuant to Section 65090. In addition, mailed notice shall be given to any city or county, which may be significantly affected by the capital improvement plan. This notice shall be given no later than the date the local agency notices the public hearing pursuant to Section 65090. The information in the notice shall be not less than the information contained in the notice of public hearing and shall be given by first-class mail or personal delivery.
- c) "Facility" or "improvement," as used in this section, means any of the following:
  - 1. Public buildings, including schools and related facilities; provided that school facilities shall not be included if Senate Bill 97 of the 1987-88 Regular Session is enacted and becomes effective on or before January 1, 1988.
  - 2. Facilities for the storage, treatment, and distribution of nonagricultural water.
  - 3. Facilities for the collection, treatment, reclamation, and disposal of sewage.
  - 4. Facilities for the collection and disposal of storm waters and for flood control purposes.
  - 5. Facilities for the generation of electricity and the distribution of gas and electricity.
  - 6. Transportation and transit facilities, including but not limited to streets and supporting improvements, roads, overpasses, bridges, harbors, ports, airports, and related facilities.
  - 7. Parks and recreation facilities.
  - 8. Any other capital project identified in the capital facilities plan adopted.

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## Description of Development Impact Fees with Corresponding Fee Schedule

### **Park Development Impact Fees (Quimby Act Fees)**

Fee Description: This fee provides funding for additional or improved park and/or recreation facility improvements for which the need is generated by new development within the City.

Fee Schedule: The table below indicates the applicable park development fee per unit that will be applied to new residential projects based on the net increase in residential units.

Development	Fee per Unit
Single-family Dwelling Unit	\$13,572.00
Multi-family Dwelling Unit	\$13,829.00
Apartment Dwelling Unit	\$5,000.00

### **Drainage Impact Fees**

Fee Description: This fee provides funding for additional construction and maintenance of the City's drainage system for which the need is generated by new development or redevelopment within the City.

Fee Schedule: The table below indicates the applicable drainage impact fee per acre that will be applied to new or redeveloped projects.

Development Type	Fee per Acre
Low Density Residential Use	\$6,283.00
Medium Density Residential Use	\$7,539.00
High Density Residential Use	\$10,052.00
Commercial / Industrial Density Residential Use	\$11,309.00

### **Traffic Impact Fees**

Fee Description: This fee provides funding for additional or improved traffic signal, operation, and infrastructure improvements for which the need is generated by new or expanding development within the City.

Fee Schedule: The citywide Traffic Impact Fee is assessed on the increased number of average daily trips generated by the proposed project. The City Council adopted a fee of \$235 per daily trip on November 13, 2018. On November 17, 2020, the City Council voted to continue the Traffic Impact fees at \$235 per daily trip. Additionally, Council voted to continue

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with the Traffic Impact fees at \$235 per daily in 2021 through 2023. On November 19, 2024, the City Council voted to decrease the Traffic Impact fees to \$228 per daily trip.

### **Fire System Development Fees**

Fee Description: This fee provides funding for additional fire protection facilities, equipment, and paramedic support for which the need is generated by future development within the North Costa Mesa area. This fee is only levied against five identified developments: Home Ranch, South Coast Plaza Town Center, South Coast Metro Center, and Sakioka Farms' Lots 1 and 2.

Fee Schedule: The fee is \$0.29 per square foot of new commercial, industrial or residential development.

### **Cannabis Traffic Impact Fees**

Fee Description: This fee provides funding for additional or improved traffic signal, operation, and infrastructure improvements within the City for which the need is generated by the cannabis retail establishments.

Fee Schedule: The citywide Cannabis Traffic Impact Fee is assessed on the increased number of average daily trips generated by the proposed project. The City Council adopted a fee of \$235 per daily trip on November 13, 2018. On November 17, 2020, the City Council voted to continue the Traffic Impact fees at \$235 per daily trip which is the same for the Cannabis Traffic Impact Fee. Additionally, Council voted to continue with the Traffic Impact fees at \$235 per daily in 2021 through 2023. On November 19, 2024, the City Council voted to decrease the Traffic Impact fees to \$228 per daily trip.

## Statement of Revenues, Expenditures and Changes in Fund Balance

A summary of activities in each type of development impact fee for fiscal year ended June 30, 2025 is shown below:

### Statement of Revenues, Expenditures and Changes in Fund Balance for the Fiscal Year Ended June 30, 2025\* Development Impact Fees

Description	Park Development Fees	Drainage Fees	Traffic Impact Fees	Fire System Development Fees	Cannabis Traffic Impact Fees
Revenue					
Fees	262,786	150,933	554,731		18,753
Investment Earnings	104,336	109,517	207,685	16,967	27,021
Other					
Revenue Total	367,122	260,450	762,416	16,967	45,774
Expense					
Expenditures	678,009	266,580	1,584,597	0	0
Other					
Transfers Out					
Expense Total	678,009	266,580	1,584,597	0	0

Rev Over(Under) Exp	(310,885)	(6,129)	(822,182)	16,967	45,774
Begin Fund Balance	2,331,723	2,159,858	4,580,203	349,836	545,919
<b>End Fund Balance</b>	<b>2,020,837</b>	<b>2,153,729</b>	<b>3,758,021</b>	<b>366,803</b>	<b>591,693</b>

*\*Unaudited actuals*

## Financial Summary Reporting and CIP

State law requires an identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the costs of the public improvement that was funded with fees. A summary of improvements for each Development Impact Fee is provided.

### **PARK DEVELOPMENT FEES (QUIMBY ACT FEES)**

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2020	2021	2022	2023	2024	2025*
Revenue						
Fees	1,049,018	766,372	1,278,941	158,327	142,598	262,786
Investment Earnings	223,901	8,022	(100,792)	33,194	103,834	104,336
Other		106,966				
Revenue Total	1,272,919	881,359	1,178,149	191,520	246,433	367,122
Expense						
Expenditures	1,589,954	1,753,155	2,214,169	934,235	787,431	678,009
Other						
Transfers Out						
Expense Total	1,589,954	1,753,155	2,214,169	934,235	787,431	678,009
Rev Over(Under) Exp	(317,035)	(871,796)	(1,036,020)	(742,714)	(540,999)	(310,885)
Begin Fund Balance	5,840,286	5,523,251	4,651,456	3,615,436	2,872,722	2,331,723
<b>End Fund Balance</b>	<b>5,523,251</b>	<b>4,651,456</b>	<b>3,615,436</b>	<b>2,872,722</b>	<b>2,331,723</b>	<b>2,020,837</b>

*\*Unaudited actuals*

Capital Improvement Projects (CIP) for the Last Five Years:

Capital Project	For the Fiscal Year Ended June 30					
	2020	2021	2022	2023	2024	2025*
208 - Park Development Fees						
Tanagr Pk Plygrd Equip Repl			96,786	47,220		
Wilson TeWinkle Park Bridge			18,630	4,273	109,118	
Pk Security Lighting Repl		86,983		102,249	28,919	21,542
Jack Hammett Field Upgrade	3,300	8,796	1,532,681	204,580	106,056	
Fairview Pk Master Plan				59,822	151,967	30,828
Fairview Pk Fence Sign Trail			5,136	762	110	20,756
Jordan Pk Playground Equip			96,384	77,371		
TeWinkle Park Lakes Repairs			31,830	86,060	13,885	
NCC - Library Development	1,282,483	1,427,452	225,904			
Shalimar Park Improvements				6,940	14,942	
Ketchum-Libolt Park Exp				6,940	12,867	12,300
Education Hubs Fairview Pk					5,185	3,172
208 - Park Development Fees						
Fund Total	1,285,783	1,523,232	2,007,351	596,218	443,049	88,598

Funds held past the fifth year and first deposit

Not applicable at this time. All funds were expended within the five-year timeframe to fund park improvements and/or recreation facility improvements.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Inter-fund Transfers and Loans

No loans were disbursed during this period.

Amount of Refunds

No refunds of any of these funds were made or required in during this period.

## **DRAINAGE FEES**

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2020	2021	2022	2023	2024	2025*
Revenue						
Fees	898,498	433,328	348,736	76,516	81,806	150,933
Investment Earnings	78,484	2,100	(57,057)	22,712	86,162	109,517
Other				107,327		
Revenue Total	976,982	435,428	291,679	206,555	167,968	260,450
Expense						
Expenditures	194,127	593,405	145,850	273,825	183,061	266,580
Expense Total	194,127	593,405	145,850	273,825	183,061	266,580

Rev Over(Under) Exp	782,855	(157,977)	145,829	(67,270)	(15,093)	(6,129)
Begin Fund Balance	1,471,513	2,254,368	2,096,392	2,242,221	2,174,951	2,159,858
<b>End Fund Balance</b>	<b>2,254,368</b>	<b>2,096,392</b>	<b>2,242,221</b>	<b>2,174,951</b>	<b>2,159,858</b>	<b>2,153,729</b>

*\*Unaudited actuals*

Capital Improvement Projects (CIP) Expenditures for the Last Five Years:

Capital Project	For the Fiscal Year Ended June 30					
	2020	2021	2022	2023	2024	2025*
209 - Drainage Fees Fund						
Catch Basin Inserts-Various	9,966	169,750	26,727		29,199	
Citywide Storm Drain Impr	184,161	332,976	108,752	206,984	59,000	34,908
Westside Storm Drain Impr			10,370	66,841	89,625	106,671
Placentia Ave. Stormwater						125,000
NCC - Library Development		90,679				
209 - Drainage Fees Fund Total	194,127	593,405	145,850	273,825	177,824	266,579

Funds held past the fifth year and first deposit

Not applicable at this time. All funds were expended or committed within the five-year timeframe to fund storm drain improvements.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Inter-fund Transfers and Loans

No loans were disbursed during this period.

Amount of Refunds

No refunds of any of these funds were made or required in during this period.

## **TRAFFIC IMPACT FEES**

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2020	2021	2022	2023	2024	2025*
Revenue						
Fees	259,298	1,212,500	437,943	601,330	39,292	554,731
Investment Earnings	174,806	(9,496)	(143,170)	60,376	190,335	207,685
Other		1,855		7,167		
Revenue Total	434,104	1,204,859	294,773	668,873	229,627	762,416
Expense						
Expenditures	220,544	404,704	127,222	485,738	1,490,324	1,584,597
Other	75,000					
Expense Total	295,544	404,704	127,222	485,738	1,490,324	1,584,597
Rev Over(Under) Exp	138,560	800,155	167,552	183,135	(1,260,697)	(822,182)
Begin Fund Balance	4,551,499	4,690,059	5,490,214	5,657,766	5,840,900	4,580,203
<b>End Fund Balance</b>	<b>4,690,059</b>	<b>5,490,214</b>	<b>5,657,766</b>	<b>5,840,901</b>	<b>4,580,203</b>	<b>3,758,021</b>

*\*Unaudited actuals*

Capital Improvement Projects (CIP) Expenditures for the Last Five Years:

Capital Projects	For the Fiscal Year Ended					
	2020	2021	2022	2023	2024	2025*
214 - Traffic Impact Fees Fund						
W 19th St Wallace Av Traf Sig					181,157	
Bicycle Racks Citywide		35,032	8,299	28,187		3,427
Hyland/MacArthur Intersct Impr	23,224					
Adams at Pinecreek Imp			3,831	25,056		1,248,255
East 17th St. Landscape Enhanc			(2,611)			
Fairview Traffic Signal Sync	10,457	174,575				
Baker/Placntia/19th/Victr TSSP			15,373	138,620	68,810	23,049
Sunflower Traff Signal Sync	93,407					
W 17th Design Newport Westside	48,992					
Newport Blvd Wide 19th to 17th	43,751	5,731	31,491	52,280		
Class II and III Bicycle Project	712	1,805	12,052	82,152	861,298	116,599
Merrimac Way Bicycle Facility		181,847	16,837			
Adams Av Bicycle Facility Project		5,715	6,832			122,846
Bicycle/Pedestrian Infra Lamp				1,976	2,459	56,707
Randolph Prkg & Pedestrin Impr			25,792	124,208		
West 18th & Wilson Crosswalks			9,325	15,359	372,750	
Fairview Road Improvement Proj				17,900	3,850	13,714
214 - Traffic Impact Fees Fund Total	220,544	404,704	127,222	485,738	1,490,324	1,584,597



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Funds held past the fifth year and first deposit

Traffic Impact Fee funds are being held passed the fifth year and first deposit. These funds are intended to fund additional or improved traffic signal, operation, and infrastructure improvements for which the need is generated by new or expanding development within the City.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Inter-fund Transfers and Loans

No loans were disbursed during this period.

Amount of Refunds

No refunds of any of these funds were made or required in during this period.

## **FIRE SYSTEM DEVELOPMENT FEES**

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2020	2021	2022	2023	2024	2025*
Revenue						
Fees	167,540					
Investment Earnings	16,608	23	(8,300)	3,437	13,681	16,967
Other						
Revenue Total	184,148	23	(8,300)	3,437	13,681	16,967
Expense						
Expenditures						
Transfers Out						
Expense Total	0	0	0	0	0	0
Rev Over (Under) Exp	184,148	23	(8,300)	3,437	13,681	16,967
Begin Fund Balance	156,847	340,995	341,018	332,718	336,155	349,836
<b>End Fund Balance</b>	<b>340,995</b>	<b>341,018</b>	<b>332,718</b>	<b>336,155</b>	<b>349,836</b>	<b>366,803</b>

*\*Unaudited actuals*

Capital Improvement Projects (CIP) Expenditures for the Last Five Years:

Capital Projects	For the Fiscal Year Ended June 30					
	2020	2021	2022	2023	2024	2025*
218 - Fire System Dev. Fees						
218 - Fire System Dev. Fees						
Fund Total	0	0	0	0	0	0

### **Funds held past the fifth year and first deposit**

Fire System Development Fee funds are being held past the fifth year and first deposit. These funds are intended to fund additional fire protection facilities, equipment, and paramedic support for which the need is generated by future development within Costa Mesa.

### **Construction Commencement Date for Incomplete Improvements**

Not applicable at this time.

### **Inter-fund Transfers and Loans**

No loans were disbursed during this period.

### **Amount of Refunds**

No refunds of any of these funds were made or required in during this period.

## **CANNABIS TRAFFIC IMPACT FEES**

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2020	2021	2022	2023	2024	2025*
Revenue						
Fees				432,659	91,309	18,754
Investment Earnings				2,778	19,174	27,021
Other						
Revenue Total	0	0	0	435,436	110,483	45,774
Expense						
Expenditures						
Transfers Out						
Expense Total	0	0	0	0	0	0

Rev Over(Under) Exp				435,436	110,483	45,774
Begin Fund Balance				0	435,436	545,919
<b>End Fund Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>435,436</b>	<b>545,919</b>	<b>591,693</b>

*\*Unaudited actuals*

Capital Improvement Projects (CIP) Expenditures for the Last Five Years:

Capital Projects	For the Fiscal Year Ended June 30					
	2020	2021	2022	2023	2024	2025*
None	0	0	0	0	0	0

### Funds held past the fifth year and first deposit

These funds are intended to fund off-site transportation improvements City-wide. Financing is provided by fees charged to cannabis retail establishments.

### Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

### Inter-fund Transfers and Loans

No loans were disbursed during this period.

### Amount of Refunds

No refunds of any of these funds were made or required in during this period.

## Development Impact Fee Project Identification

The City's current, Fiscal Year 2025-26 Adopted Budget, which includes the Five-Year Capital Improvement Plan (CIP) FY 2025-26 – FY 2029-30 can be found on the City's website at:

<https://www.costamesaca.gov/home/showpublisheddocument/61565/638978440985530000>

### Funding of Infrastructure

The FY 2025-26 – FY 2029-30 CIP identifies all funding sources and amounts for individual projects through FY 2029-30. The CIP is updated annually to reflect the current City's infrastructure needs. As a CIP is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development.

Once the determination of use is made, the percentage of use attributed to new development is then funded by the appropriate development fee based on the type of project. The percentage of use associated with existing residents or businesses are funded from other appropriate sources. Estimated construction start dates for projects are adjusted, as needed, to reflect the needs of the community.

### **ONGOING/NEW CAPITAL IMPROVEMENT PROJECTS**

#### Park Development Fees

Projects by Fund	FY 2025-26 – FY 2029-30
208 - Park Development Fees Fund	
700021 - Wilson TeWinkle Park Bridge Rep	67,981
700027 - TeWinkle Skate Park Expansion	100,000
700080 - Pk Security Lighting Replacement	11,789
700115 - Jack Hammett Field Upgrade	203,207
700129 - Shalimar Park Improvements	228,118
700133 - Canyon Pk Invntr Mgmt Restore	60,000
700134 - Fairview Pk Fence Sign Trail	273,236
700135 - Fairview Pk Master Plan Update	146,948
700137 - TeWinkle Park Lakes Repairs	700
700139 - Ketchum-Libolt Park Expansion	17892
700142 - Brentwood Park Improvements	400,000
700149 - Educational hubs @ Fairview Pk	81,642
<b>208 - Park Development Fees Fund Total</b>	<b>1,591,513</b>

### Drainage Fees

Projects by Fund	FY 2025-26 – FY 2029-30
209 - Drainage Fees Fund	
550008 - Citywide Catch Basin Inserts and Water Quality Improvement	151,189
550011 - Citywide Storm Drain Improvements	460,546
550022 - Westside Storm Drain Improvements	1,326,494
<b>209 - Drainage Fees Fund Total</b>	<b>1,938,229</b>

### Traffic Impact Fees

Projects by Fund	FY 2025-26 – FY 2029-30
214 - Traffic Impact Fees Fund	
300148 - Citywide Bicycle Rack Improvements	175,053
300174 - Adams at Pinecreek Improvements	160,311
300181 - Fairview Road Improvement Project	1,489,535
300187 - Fairview Road Improvement - Fair to Adams	120,000
370010 - Mesa del Mar Multi-Model Access	100,000
370039 - Baker/Placentia/19th/Victoria Traffic Signal Synchronization	7,265
450010 - Class II, III, and IV Bicycle Projects	125,383
450014 - Adams Avenue Bicycle Facility Project	817,154
450015 - Bicycle/Pedestrian Infrastructure Improvements	538,857
450016 - Mesa/Santa Ana Bicycle Facility Improvements	100,000
450017 - MV/Peterson Place Class II Bicycle	100,000
<b>214 - Traffic Impact Fees Fund Total</b>	<b>3,733,558</b>

### Fire System Development Fees

No current projects to report.

### Cannabis Traffic Impact Fees

Projects by Fund	FY 2025-26 – FY 2029-30
240 – Cannabis Traffic Impact Fees Fund	
450015 – Bicycle Pedestrian Infra Improvements	300,000
<b>240 – Cannabis Traffic Impact Fees Fund Total</b>	<b>300,000</b>

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## **City Council Action and Studies**

The following attachments are Development Impact Fees related recent and prior Council Reviews (Traffic Impact Fees and Park Development Fees).

**RESOLUTION NO. 2025-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, CONTINUING THE CITYWIDE TRAFFIC IMPACT FEE FOR NEW DEVELOPMENT IN THE CITY OF COSTA MESA AND CONDUCTING THE RELATED ANNUAL REVIEW OF THE CITYWIDE TRAFFIC IMPACT FEE PROGRAM AND CAPITAL IMPROVEMENT PLAN FOR TRANSPORTATION IMPROVEMENTS**

WHEREAS, California Government Code section 66000 *et seq.* enables cities to charge fees for transportation facilities; and

WHEREAS, Section 13-274 of the Costa Mesa Municipal Code authorizes the City Council to, by resolution, establish a development impact fee program based on the capital improvement program; and

WHEREAS, in 1993, by Resolution No. 93-43, the City Council established a traffic impact fee program and the rate of the traffic impact fee based upon a Traffic Impact Fee Study; and

WHEREAS, each year since 1993, the City has continued the traffic impact fee program; and

WHEREAS, on November 15, 2022, the City Council established a traffic impact fee of Two Hundred Thirty-Five Dollars (\$235.00) per Average Daily Trip (ADT) based upon a Traffic Impact Fee Study completed in 2018; and

WHEREAS, California Government Code section 66001(d) requires the City to make specified findings every five years with respect to any portion of the traffic impact fees collected that remain unexpended in its account, including (1) identifying the purpose to which the fee is to be put; (2) demonstrating a reasonable relationship between the fee and the purpose for which it is charged; (3) identifying all sources and amounts of funding anticipated to complete financing of incomplete improvements; and (4) designating approximate dates on which the anticipated funding is expected to be deposited into the appropriate account; and

WHEREAS, California Government Code section 66002(b) further requires a separate annual review and update of the City's capital improvement plan for improvements to be paid for by traffic impact fees; and

WHEREAS, California Government Code section 66006(b) requires the City to make available to the public within 180 days of the last day of the fiscal year certain information, including but not limited to, a description of the type of fee, the amount of the fee, the amount of fees collected and the interest earned thereon, identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, identification of an approximate date by which the construction of the public improvement will commence if the City determines that sufficient funds have been collected to complete financing of an incomplete public improvement, and the beginning and ending balance of the traffic impact fee account or fund for the previous fiscal year; and

WHEREAS, the 2016 General Plan requires the City to maintain a traffic impact fee for improvements to the Master Plan of Streets and Highways and that the City review and update the fees on a regular basis; and

WHEREAS, pursuant to the 2016 General Plan and the Costa Mesa Municipal Code, the City has elected to conduct the review of traffic impact fees required by California Government Code section 66001(d) on an annual basis in conjunction with its review of the capital improvement plan required by California Government Code section 66002(b) and the annual accounting required by California Government Code section 66006(b)(1); and

WHEREAS, the City reviewed and updated the capital improvement plan on June 3, 2025 in connection with its Measure M2 reporting; and

WHEREAS, a primary purpose of this resolution is to continue the traffic impact fee based on the 2018 Traffic Impact Fee Study and to enable the City to continue the traffic impact fee; and

WHEREAS, the traffic impact fee is necessary because new development increases the need for transportation/circulation facilities in the City of Costa Mesa not only during peak periods, but throughout the day, and the City transportation/circulation system will be burdened by the demands of carrying vehicles of a larger number of persons and cargo due to new commercial, industrial, and residential uses; and

WHEREAS, the 2015-2035 General Plan as well as Environmental Impact Report No. 1049 indicate that development of new commercial, industrial and residential uses is



expected to exceed current commercial, industrial and residential uses and, accordingly, the City transportation/circulation systems will need to be increased in capacity to carry the increase in the number of vehicles due to new commercial, industrial and residential uses; and

WHEREAS, the Public Works Department has conducted an audit of the accounts for the traffic impact fee program for the fiscal year ending June 30, 2025, which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, pursuant to California Government Code section 66006, the audit was available for public inspection and review at least fifteen (15) days prior to the City Council review of the audit on December 2, 2025 and notice was mailed to all interested parties on record at least fifteen (15) days prior to the public hearing held on December 2, 2025; and

WHEREAS, the City Council conducted a public hearing on December 2, 2025, received testimony and evidence from interested parties in the City of Costa Mesa, and has evaluated justification for renewal of the traffic impact fee given economic and social factors, as well as average fees charged by surrounding cities.

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 traffic impact fee is to fund transportation/circulation improvements including active transportation improvements within the City of Costa Mesa which are directly related to the incremental traffic/vehicle burden imposed upon the City transportation/circulation system by the development of new commercial, industrial and residential uses.
- c. The fee will be used to fund transportation and circulation improvements within the City of Costa Mesa.
- d. There is a reasonable relationship between the traffic impact fee's use and the development projects on which the fee is imposed because the transportation/circulation facilities funded by the fee are needed to

accommodate the incremental new traffic/vehicle burdens generated by 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 transportation/circulation 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 transportation/circulation facilities funded by the fee; the transportation/circulation facilities funded by the fee will increase traffic/vehicle circulation capacity on streets and highways directly burdened by the increase in traffic/vehicles generated by new development projects upon which the fee is charged; the cost of transportation/circulation facilities attributed to existing deficiencies, existing land uses and population, excess and reserve capacity, and regional transportation 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 no portion of the fees deposited into the traffic impact fee fund that remains unexpended.
- g. The capital improvement plan is adequate to provide the facilities for which the traffic impact fee is charged and does not need to be amended.
- h. The audit by the Public Works Department set forth in Exhibit "A" accurately reflects the balance of the traffic impact fee account on the fees collected, the interest thereon, and other income and amount of expenditures and refunds of the traffic impact fee made by the City of Costa Mesa during the prior fiscal year.

Section 2. The City Council of the City of Costa Mesa hereby renews the traffic impact fee and establishes traffic impact fee regulations as follows:

- a. The traffic impact fee shall be a fee of \$231.00 per each new average daily vehicle trip end generated by all new commercial, industrial and residential developments. To encourage active transportation in Costa Mesa, staff shall provide a five percent (5%) reduction in ADT development trips for

active transportation project benefits and may provide an additional five percent (5%) reduction in ADT development trips for a development project which proposes to implement active transportation improvements beyond those which would ordinarily be required by the City as a condition of approval for such development project.

- b. The traffic impact fee 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.
- c. There shall be no limitation on the amount of traffic impact fees which may be allocated toward active transportation projects.
- d. Staff may allocate up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.

Section 3. The City Council of the City of Costa Mesa hereby approves the updated comprehensive transportation/circulation system capital improvement plan as identified at the June 3, 2025 City Council meeting pursuant to Government Code section 66002.

**PASSED AND ADOPTED this 2nd day of December, 2025.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

**THIS PAGE IS RESERVED FOR 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 is the original of Resolution No. 2025-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 2nd day of December, 2025, 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 2nd day of December, 2025.

\_\_\_\_\_  
Brenda Green, City Clerk

**CITY OF COSTA MESA  
CITYWIDE TRAFFIC IMPACT FEE ACCOUNT**

**Fund Balance as of June 30, 2025**

**FISCAL YEAR 2024-2025**

Audited Beginning Fund Balance as of July 1, 2024, including Cannabis TIF fund	5,126,122
1. Revenues	
Fiscal Year 24-25 Traffic Impact Fees	554,731
Investment Earnings	139,154
GASB 31 Fair Market Value adjustment on Investment	61,768
Misc / Other Reimbursement	-
Revenue Subtotal	800,513
Cannabis Traffic Impact Fees Revenue	
FY24-25 Cannabis Traffic Impact Fees	18,753
Investment Earnings for Cannabis Traffic Impact Fees	17,525
GASB 31 Fair Market Value adjustment for Cannabis TIF Investment	8,582
Cannabis Traffic Impact Fees Revenue Subtotal	44,859
2. Expenditures	1,584,597
Bicycle Racks Citywide	3,427
Class II and III Bicycle Projects	116,599
Adams at Pinecreek Intersection Improvements	1,248,255
Bicycle/Pedestrian Infrastructure Improvement	56,707
Fairview Road Improvement Project	13,714
Baker/ Placentia/ 19th/ Victoria TSSP	23,049
Adams Ave Bicycle Facility Project	122,846
3. Refunds	-
Amount of funds expended or uncommitted after 5 years	-
4. Administrative Costs	-
5. Fund Balance, including Cannabis TIF fund, as of June 30, 2025	4,342,038
6. Projects Current and Future Appropriations	4,033,559
Bicycle Racks Citywide	
Class II and III Bicycle Projects	
Adams at Pinecreek Intersection Improvements	
Mesa Del Mar Multimodal Access	
Baker/ Placentia/ 19th/ Victoria TSSP	
Bicycle/ Pedestrian Infrastructure Improvement	
Mesa Drive / Santa Ana Ave Bicycle Facility Improvement	
Mesa Verde Drive East/ Peterson Place Class II Bicycle Facility	
Fairview Road Improvement Project	
Adams Ave Bicycle Facility Project	
7. Unallocated Traffic Impact Fee Fund Balance	308,479

### CITYWIDE TRAFFIC IMPACT FEE ANNUAL REVIEW - REPORT

#### Recommendation:

Staff recommends the City Council adopt the proposed resolution, continuing the citywide traffic impact fee for new development in the City of Costa Mesa and conducting the related annual review of the citywide traffic impact fee program and capital improvement plan for transportation improvements. The resolution incorporates the recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:

1. Adopt a traffic impact fee of \$231 per Average Daily Trip (ADT) based on the Capital Improvement Projects in Attachment 4 and Active Transportation projects in the adopted Active Transportation Plan (ATP).
2. Approve allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.
3. Approve a five percent (5%) reduction in automobile trips as a result of ATP implementation and an additional five percent (5%) reduction in automobile trips for developments proposing to implement active transportation improvements beyond typical development requirements.
4. Approve the annual accounting of the Citywide Traffic Impact Fee Program.

#### Background

Pursuant to California Government Code Section 66000, et seq. and the Costa Mesa Municipal Code, a traffic impact fee study is required by the City to establish a basis for the imposition of Citywide traffic impact fees on new and expanding developments within the City. The purpose of the fee is to fund the necessary transportation/circulation improvements, which are related directly to the incremental traffic impacts imposed on the City's transportation system by the development of new and/or changing commercial, industrial, and residential uses as permitted by the General Plan. The fee also maintains compliance with the eligibility requirements of the Orange County Transportation Authority's (OCTA) Renewed Measure "M2" Program (Measure "M2").

The City Council has reviewed the Citywide Traffic Impact Fee Program each year since the fee program was first adopted in 1993. The City Council, in July 1993, also approved the formation of an Ad Hoc Committee consisting of representatives from various stakeholder groups to work with staff on all aspects related to the revision and updating of traffic impact fees.

The City Council subsequently appointed an Ad Hoc Committee consisting of members representing large and small developers, the Chamber of Commerce, citizens-at-large,

as well as members representing the City Council and the Planning Commission, to assist staff in the development and review of the traffic impact fee.

The current Ad Hoc Committee members and their representation are as follows:

George Sakioka (Chair)	Major Developers' Representative
David Haithcock (Vice Chair)	Chamber of Commerce
Steve Brahs	Small Developers' Representative
Jim Fitzpatrick	At Large Representative
Nick Lapating	At Large Representative

City Council Liaisons:

Council Member Andrea Marr  
Council Member Arlis Reynolds

Planning Commission Liaison:

Vice Chair Jonathan Zich

The City Council, in June 2012, authorized a comprehensive review of the City's General Plan, including the Land Use and Circulation Elements. The General Plan was completed and finalized in 2016.

The last major update of the Traffic Impact Fee Study was completed in November 2018. The update took into account the most recent land use and circulation information contained in the 2016 General Plan update. The proposed General Plan circulation improvements identified in the new transportation model form the basis for the traffic impact fee update. A revised traffic impact fee calculation was conducted taking into account the 2016 General Plan and updated traffic analysis model. The estimated costs for various improvements were reviewed and updated using the most recent construction cost data. The Ad Hoc Committee, together with staff, reviewed all conditions and analyzed different trip fee scenarios. Several variations of improvement options were considered, and it was determined that trip fees in the range of \$176 per ADT through \$476 per ADT could be justified.

On November 15, 2022, the City Council adopted Resolution No. 22-65, approving a traffic impact fee of \$235 per Average Daily Trip (ADT) to be continued with the inclusion of Active Transportation projects, selecting a fee from the calculated range of between \$176 and \$476 per ADT. The City Council also approved up to ten percent (10%) of traffic impact fees being allocated toward traffic signal synchronization projects. In addition, City Council approved a five percent (5%) reduction in automobile trips as a result of ATP implementation and an additional five percent (5%) reduction in automobile trips for developments proposing to implement active transportation improvements beyond typical development requirements. A chronology of actions taken by the City Council on the Citywide Traffic Impact Fee Program between the years of 1993 and 2024 is included in Attachment 5.

### Traffic Impact Fee Ad Hoc Committee – Annual Review

The Traffic Impact Fee Ad Hoc Committee and staff met twice on October 9, 2025 and October 30, 2025 to review the traffic impact fee program and calculation. Recently completed projects, consideration of active transportation projects, and the available traffic impact fee fund balance were accounted for in this review.

Attachment 4 provides the calculation of the traffic impact fee of \$231 per ADT based on a revised list of capital improvement projects and the inclusion of Active Transportation projects. The Committee deliberated option to continue the current traffic impact fee of \$228 per ADT or to modify the traffic impact fees to \$231 per ADT. The discussion focused on the current balance of traffic impact fee fund which is adequate to fund projects over the next two to three years and the upcoming study to review traffic impact fees taking into account future housing development as part of rezoning to meet state goals.

Following a review of the fee analysis and staff input, the Ad Hoc Committee recommended to adopt the calculated traffic impact fee of \$231 per Average Daily Trip (ADT) with the inclusion of Active Transportation projects in the Traffic Impact Fee program. In addition, the Ad Hoc Committee recommended to continue the allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.

The Ad Hoc Committee also recommended to continue to provide a five percent (5%) reduction in automobile trips for development projects due to the implementation of the Active Transportation Plan (ATP) and an additional five percent (5%) reduction in ADT if a development proposes to implement active transportation improvements beyond typical code requirements. The improvements have to be substantial such as addition of a multipurpose trail, conversion of lower-class active bicycle facility to a higher-class bicycle facility, or enhanced pedestrian improvements in the vicinity of the project.

### Annual Accounting of the Traffic Impact Fee:

California Government Code Section 66006(b) requires an annual review and accounting of the Citywide Traffic Impact Fee Program. Section 66001(d) requires that the City make specified findings every five years relating to any portion of the traffic impact fees collected that remain unexpended in its account. The City has elected to conduct the review of traffic impact fees required by California Government Code Section 66001(d) on an annual basis in conjunction with its review of the capital improvement plan required by California Government Code Section 66002(b) and the annual accounting required by California Government Code Section 66006(b). Attachment 6 depicts the opening balance, the ending balance on June 30, 2025, interest earned, revenues, expenditures, and unexpended funds from the Citywide Traffic Impact Fee Account. This attachment also shows there is \$308,479 of unallocated traffic impact fee that can be allocated to eligible projects in the next five (5) or more years. The accounting was presented to the



## **ATTACHMENT 3**

Committee at their meetings on October 9, 2025, and October 30, 2025 and was approved.

As required by the Government Code, the updated Capital Improvement Plan (CIP) is contained in the Fiscal Year 2025-26 adopted budget and remains valid for the current traffic impact fee review. The traffic impact fee account information, including the interest earned, shown in Attachment 6, is available for public review.

**COSTA MESA TRAFFIC IMPACT FEE UPDATE**  
**ACTIVE TRANSPORTATION IMPROVEMENT PROJECTS ESTIMATED COSTS**

Corridor	Miles	Limits	ESTIMATED COST
Airport Channel/Delhi Channel Trail	1.27	Bristol Street to Anton Boulevard	\$3,169,920
Auto Club Channel Bicycle Trail	0.37	Sunflower Avenue to South Coast Drive	\$923,520
Fairview Channel Bicycle Trail	0.54	East Extension Placentia to Estancia	\$1,347,840
Gisler Avenue Trail	0.18	Gister Avenue Class II facility to Fairview Road	\$449,280
Greenville Banning Channel	1.02	Harbor Boulevard to Santa Ana River	\$2,545,920
Newport Frontage Road South	0.34	Bristol Street to Arlington Avenue	\$848,640
OCC West Bicycle Trail	0.37	Merrimac Way to Adams Avenue	\$923,520
Paularino Channel Trail-1	1.22	Fairview Road to Bristol Street	\$3,045,120
Paularino Channel Trail-2	0.39	Fairview Road to Pinecreek Drive	\$973,440
Trail along channel	0.27	Santa Ana Avenue to City Boundary (east)	\$673,920
<b>Class I Off-Street Trail Total</b>	<b>5.97</b>		<b>\$14,901,120</b>
Corridor	Miles	Limits	ESTIMATED COST
17th Street	1.13	West City Limits to Newport Boulevard	\$141,024
22nd Street	0.86	Newport Boulevard to Irvine Avenue (Victoria =	\$160,992
Adams Avenue	0.86	Royal Palm Drive to Fairview Road	\$160,992
American Avenue	0.29	Victoria Street to West Wilson Street	\$54,288
Baker Street	0.61	Bristol Street to Red Hill Avenue	\$114,192
Baker Street from e/o Fairview Road to west of Harbor Boulevard	1.06	Fairview Road to Royal Palm	\$198,432
Bear Street	0.14	Sunflower Avenue to the North City Limit	\$26,208
Bristol Street	0.53	Paularino Avenue to Bear Street	\$99,216
Bristol Street	0.27	Santa Ana Avenue to City Boundary (east)	\$50,544
Canyon Drive	0.43	Victoria Street to Fairview Park	\$80,496
College Avenue/Village Way	0.78	Gisler Avenue to Pinecreek Drive	\$146,016
Del Mar Avenue	0.19	Newport Frontage to Elden	\$35,568
East 17th Street	0.98	Newport Boulevard to Irvine Avenue	\$183,456
Gisler Avenue	0.49	Harbor Boulevard to Gisler Class I facility	\$91,728
Golf Course Drive	0.21	Tanager Drive to Mesa Verde Drive East	\$39,312
Hamilton Street	0.29	Harbor Boulevard to Thurin Street	\$54,288
Harbor Boulevard	1.57	Merrimac Way to South Coast Drive	\$293,904
Harbor Boulevard	1.19	Joann Bike Trail to Newport Boulevard	\$222,768
Mesa Verde East	0.53	Adams Avenue to Peterson Place	\$99,216
Monrovia Avenue	0.49	17th Street to 19th Street	\$91,728
Pacific Avenue	0.59	Victoria Street to Fairview Park	\$110,448
Paularino Avenue	0.36	East of Bear Street to Bristol Street	\$67,392
Pinecreek Drive	0.18	Adams Avenue to Village Way	\$33,696
Pomona Avenue	0.76	Superior Street to 19th Street	\$142,272
Rochester Street	0.48	W 18th Street to Orange Avenue	\$89,856
Santa Ana Avenue	0.50	Bristol Street to Mesa Drive	\$93,600
Santa Ana Avenue	0.38	Broadway to East 17th Street	\$71,136
Sunflower Avenue	1.45	Park Center Drive to Fairview Road	\$271,440
Superior Avenue	0.34	17th Street to Pomona Avenue	\$63,648
West 18th Street	0.92	Monrovia Avenue to Newport Boulevard	\$172,224
Wilson Street	0.96	Miner Street to Newport Boulevard	\$179,712
<b>Class II Bike Lane Total</b>	<b>19.82</b>		<b>\$3,639,792</b>
Corridor	Miles	Limits	ESTIMATED COST
Avocado Street	0.50	College Avenue to Fairview Road	\$249,600
Bay Street	0.28	Thurin Street to Fullerton Avenue	\$139,776
Canary Drive	0.13	Oriole Street to Fairview Park	\$64,896
Cardinal Drive	0.16	Oriole Drive to Swan Circle	\$79,872
College Avenue	0.25	Wilson Street to Victoria Street	\$124,800
Del Mar Avenue	0.38	Elden Avenue to Santa Ana Avenue	\$189,696
Fullerton Avenue	0.63	Bay Street to East 18th Street	\$314,496
Labrador Drive/Gibraltar Avenue	0.48	Baker Street to Gisler Avenue	\$239,616
Oriole Drive	0.40	Placentia Avenue to Tanager Drive	\$199,680
Peterson Place	0.20	Mesa Verde Drive East to Adams Avenue	\$99,840
Mace, Caraway, Cinnamon	0.63	Adams Avenue to Gisler Avenue	\$314,496
Santa Ana Avenue	0.25	Mesa Drive to Del Mar Avenue	\$124,800
Swan Circle	0.02	Cardinal Drive to Placentia Avenue	\$9,984
Tanager Drive	0.48	Golf Course Drive to Canary Drive	\$239,616
Thurin Street	0.24	Victoria Street to Bay Street	\$119,808
Vanguard Way/Santa Isabel Avenue	0.81	Fair Drive to Irvine Avenue	\$404,352
Wilson Street	0.50	Newport Boulevard to Santa Ana Avenue	\$249,600
<b>Class III Bike Boulevard Total</b>	<b>6.34</b>		<b>\$3,164,928</b>
Corridor	Miles	Limits	ESTIMATED COST
Conway Avenue/Killybrooke Lane	0.65	Fairview Road to Garlingford	\$16,224
Coronado Drive	0.46	Presidio Drive to Mendoza Drive	\$11,482
Fountain Way	0.13	Wilson Street to Joann Street Bicycle Trail	\$3,245
Junipero Drive	0.25	Presidio Drive to Arlington Drive	\$6,240
Wilson Street	0.65	Placentia Avenue to Pacific Avenue	\$16,224
<b>Class III Bike Route Total</b>	<b>2.14</b>		<b>\$53,414</b>
Corridor	Miles	Limits	ESTIMATED COST
Adams Avenue	1.69	West City Limit to Royal Palm Drive	\$1,054,560
Baker Street	0.16	Mesa Verde Drive East to Labrador Drive	\$99,840
Bristol Street	0.75	Newport Boulevard to Paularino Channel	\$468,000
Gisler Avenue	0.37	Gibraltar Avenue to Harbor Boulevard	\$230,880
<b>Class IV Cycle Track Total</b>	<b>2.97</b>		<b>\$1,853,280</b>
<b>TOTAL ACTIVE TRANSPORTATION PROJECTS</b>	<b>37.24</b>		<b>\$23,612,534</b>

**COSTA MESA TRAFFIC IMPACT FEE UPDATE  
ROADWAY AND INTERSECTION IMPROVEMENT PROJECTS COST ALLOCATION**

LOCATION	IMPROVEMENT	ESTIMATED COST	NEW DAILY TRIP ENDS			COST ALLOCATION		
			LOCAL	REGIONAL	TOTAL	LOCAL	REGIONAL	TOTAL
ROADWAYS								
17th (Orange to Tustin)	Widen from 4 lanes to 6 lanes							
17th (Pomona to Bluff)	Widen from 2 lanes to 4 lanes							
Baker (Bear to Red Hill)	Widen from 4 lanes to 6 lanes	\$8,652,358	5,120	2,786	7,906	\$5,603,348	\$3,049,009	\$8,652,358
Bear (I-405 Overcrossing)	Widen from 4 lanes to 6 lanes							
Del Mar/University (Elden to Santa Ana)	Widen from 2 lanes to 4 lanes							
Wilson (Fairview to College)								
Wilson (Newport to Fairview)								
Wilson (Harbor to Placentia)	Widen from 2 lanes to 4 lanes							
SUB-TOTAL		\$8,652,358	5,120	2,786	7,906	\$5,603,348	\$3,049,009	\$8,652,358
INTERSECTIONS								
Harbor & Sunflower	Add WBR and EBR	\$1,097,280	4,982	2,859	7,841	\$697,188	\$400,092	\$1,097,280
Bristol & Sunflower	Add NBL	\$1,356,880	7,038	4,344	11,382	\$839,019	\$517,860	\$1,356,880
Hyland & South Coast/I-405 NB On-Ramp	Add WBT	\$1,035,928	1,901	604	2,505	\$786,147	\$249,781	\$1,035,928
Harbor & South Coast	Add EBR	\$2,003,760	7,830	3,157	10,987	\$1,428,000	\$575,760	\$2,003,760
Hyland & MacArthur	Add NBL and NBR	\$314,326	2,003	1,797	3,800	\$165,683	\$148,643	\$314,326
Bristol & I-405 NB Ramps	Add WBR	\$1,080,010	13,117	5,615	18,732	\$756,272	\$323,738	\$1,080,010
Harbor & Gisler	Add SBR and EBL	\$5,874,084	9,893	4,259	14,152	\$4,106,297	\$1,767,787	\$5,874,084
Bristol & Paularino	Add WBL	\$360,252	6,710	1,690	8,400	\$287,773	\$72,479	\$360,252
SR-55 SB Ramps & Paularino	Add SBR	\$496,476	1,845	2,631	4,476	\$204,647	\$291,829	\$496,476
SR-55 NB Ramps & Paularino	Add WBR	\$771,300	1,649	2,504	4,153	\$306,254	\$465,046	\$771,300
SR-55 SB Ramps & Baker	Add SBR	\$750,420	3,477	2,446	5,923	\$440,522	\$309,898	\$750,420
SR-55 NB Ramps & Baker	Add NBL and EBL	\$1,644,390	2,728	2,001	4,729	\$948,593	\$695,797	\$1,644,390
Harbor & Adams	Add NBL and NBR	\$7,244,820	10,600	3,803	14,403	\$5,331,882	\$1,912,938	\$7,244,820
Newport NB & Del Mar	Add WBR	\$157,770	2,934	2,406	5,340	\$86,685	\$71,085	\$157,770
Newport NB & 22nd	Add WBT and NBL	\$18,000	3,332	2,625	5,957	\$10,068	\$7,932	\$18,000
Placentia & 19th	Add SBR	\$463,536	6,409	1,423	7,832	\$379,316	\$84,220	\$463,536
Superior & 17th	Add WBL and NBR	\$795,438	7,133	2,160	9,293	\$610,552	\$184,886	\$795,438
Newport & 17th	Add NBR	\$533,610	10,202	5,079	15,281	\$356,252	\$177,358	\$533,610
Irvine & 17th	Add SBR and EBR	\$952,614	3,760	1,777	5,537	\$646,890	\$305,724	\$952,614
SUB-TOTAL		\$26,950,892	107,543	53,180	160,723	\$18,388,039	\$8,562,854	\$26,950,892
TOTAL ROADWAY & INTERSECTION PROJECTS		\$35,603,250	112,663	55,966	168,629	\$23,991,387	\$11,611,863	\$35,603,250

<b>2025-26 TIF CALCULATION</b>	
Total Roadways and Intersection Improvements Local Cost Allocation	\$23,991,387
Total Active Transportation Project Costs	\$23,612,534
(-) Unallocated Traffic Impact Fee Fund Balance	\$308,479
<b>Total Funding Needed to Implement Project List</b>	<b>\$47,295,442</b>
New Costa Mesa Trips Generated at General Plan Buildout	227,767
<b>New Costa Mesa Trips Generated at General Plan Buildout Less 10%</b>	<b>204,990</b>
<b>Citywide TIF Calculation (Funding Need/New Trips Less 10%)</b>	<b>\$231</b>

**CITY OF COSTA MESA**  
**CHRONOLOGY OF TRAFFIC IMPACT FEE ACTIONS**

<b>Date Adopted</b>	<b>Resolution Number</b>	<b>Area of Benefit</b>	<b>Applicable Fees</b>
7-June-1993	93-43	Citywide	\$228 per daily trip end based on the exclusion of all freeway improvements
20-June-1994	94-59	Citywide	\$228 per daily trip end based on the exclusion of all freeway improvements
1-May-1995	95-35	Citywide	\$200 per daily trip end based on the inclusion of freeway improvements
17-June-1996	96-57	Citywide	\$200 per daily trip end based on the inclusion of freeway improvements
20-January-1997	97-15	Newport Bl. Spec. Plan Area	Incentive program for developments in Newport Boulevard Specific Plan Area Trip fees range from \$33 to \$108 per ADT based on project-related conditions.
16-June-1997	97-51	Citywide	\$150 per daily trip end based on the inclusion of freeway improvements
15-June-1998	98-64	Citywide	\$150 per daily trip end based on the inclusion of freeway improvements
4-January-1999	99-2	Citywide	Incentive program for first 100 trips 0-25 ADT - \$0 25-50 ADT - \$50 50-75 ADT - \$75 75-100 ADT - \$100 >100 ADT - \$150
7-June-1999	99-35	Citywide	\$149 per daily trip end based on inclusion of freeway improvements
7-June-1999	99-36	Citywide	Incentive program for the first 100 trips
19-June-2000	00-52	District 1 District 2	\$195 per daily trip end (areas north of I-405 and SR-73 Freeways) and incentive program for the first 100 trips \$149 per daily trip end (areas south of I-405 and SR-73 Freeways) and incentive program for the first 100 trips Fees based on inclusion of freeway improvements
4-June-2001	01-34	District 1 District 2	\$195 per daily trip end (areas north of I-405 and SR-73 Freeways) and incentive program for the first 100 trips \$149 per daily trip end (areas south of I-405 and SR-73 Freeways) and incentive program for the first 100 trips Fees based on inclusion of freeway improvements
15-April-2002	02-27	Citywide	Traffic Impact Fee Study Update \$177 per daily trip end and incentive program for the first 100 trips of the entire site
6-October-2003	03-62	Citywide	\$177 per daily trip end and incentive program for the first 100 trips of the entire site
4-October-2004	04-59	Citywide	\$177 per daily trip end and incentive program for the first 100 trips of the entire site Suspension of incentive program for Newport Boulevard Specific Plan Area

**CITY OF COSTA MESA**  
**CHRONOLOGY OF TRAFFIC IMPACT FEE ACTIONS**

<b>Date Adopted</b>	<b>Resolution Number</b>	<b>Area of Benefit</b>	<b>Applicable Fees</b>
20-September-2005	05-70	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
17-October-2006	06-85	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
16-October-2007	07-77	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site Exemption of preschool and daycare facilities from traffic impact fee program (consider as part of exempt school facilities)
21-October-2008	08-81	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
20-October-2009	09-67	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
19-October-2010	10-70	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
18-October-2011	11-42	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
20-November-2012	12-73	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
11-November-2013	13-54	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
18-November-2014	14-73	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
1-December-2015	15-66	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
3-January-2017	17-02	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
21-November-2017	17-76	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
14-November-2018	18-79	Citywide	\$235 per daily trip end, up to 10% for signal synchronization projects, and up to 5% for active transportation projects. Terminate incentive program for new developments on an incremental basis for the first 100 trips.
17-December-2019	19-83	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects, and no limitation on the amount of traffic impact fees allocated toward active transportation projects. Provide 5% reduction in ADT development trips for active transportation project benefits and may provide an additional 5% reduction in ADT development trips for a development project that proposes to implement active transportation improvements beyond those which would ordinarily be required by the City as a condition of approval for such development project.
17-November-2020	20-60	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects. Provide 5% reduction in ADT development trips for active transportation and may provide additional 5% reduction in ADT development trips for development implementing active transportation improvements beyond those required as condition of approval.
7-December-2021	21-48	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects. Provide 5% reduction in ADT development trips with conditions as approved in 2020.
15-November-2022	22-65	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects. Provide 5% reduction in ADT development trips with conditions as approved in 2021.
05-December-2023	23-56	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects. Provide 5% reduction in ADT development trips with conditions as approved in 2021.

**CITY OF COSTA MESA  
CHRONOLOGY OF TRAFFIC IMPACT FEE ACTIONS**

<b>Date Adopted</b>	<b>Resolution Number</b>	<b>Area of Benefit</b>	<b>Applicable Fees</b>
19-November-2024	24-48	Citywide	\$228 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects. Provide 5% reduction in ADT development trips with conditions as approved in 2021.



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-600

**Meeting Date:** 12/2/2025

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**TITLE:**

**DRAFT FAIRVIEW PARK MASTER PLAN UPDATE: DISCUSSION AND APPROVAL OF RECOMMENDATIONS**

**DEPARTMENT:** PARKS AND COMMUNITY SERVICES

**PRESENTED BY:** BRIAN GRUNER, PARKS AND COMMUNITY SERVICES  
**DIRECTOR**

**CONTACT INFORMATION:** KELLY DALTON, FAIRVIEW PARK ADMINISTRATOR (714) 754-5009

**RECOMMENDATION:**

Staff recommends the City Council:

1. Review and discuss the *Draft Fairview Park Master Plan Update* (Attachment 1) prepared by consultant Moore, Iacofano, Goltsman, Inc. (MIG); and
2. Provide direction on the Draft Fairview Park Master Plan Update for inclusion in the final Fairview Park Master Plan Update for adoption.

**BACKGROUND:**

City Council Meeting Discussion

On November 18, 2025, staff presented the Draft Fairview Park Master Plan Update to the City Council. During the meeting, staff and the consultant team addressed City Council questions regarding various elements of the Master Plan Draft. The meeting had over 40 public speakers providing public comments regarding the Draft Master Plan. After public comments, the City Council unanimously voted to continue the Draft Master Plan item under Old Business at the next regularly scheduled City Council meeting on December 2, 2025.

Master Plan Update

The Draft Master Plan update provides a framework to guide the enhancement, restoration, and management of Fairview Park's unique assets and open recreational space within existing environmental and cultural constraints. The Master Plan also serves as a management tool to inform sustainable park maintenance and operations, recreational activities, educational and interpretive opportunities.

Fairview Park is the City's largest park, spanning 208 acres of open space, which forms an integral component of the lower Santa Ana River ecological corridor. Archeological investigations completed at the Fairview Park site indicate an extensive period of human occupancy at the site dating back over 3500 years. Within the 208 acres of open space, there are two Native American Nationally Registered Historic Sites, and five different habitat ecosystems, which are home to an array of sensitive, rare and endangered plant and animal species. The park also offers users multiple passive recreational opportunities and trails for walking, running, bicycling, and wildlife observation throughout the park's various habitats. The following key factors identify Fairview Park as a cultural, ecological and recreational resource of regional significance.

### ***Cultural and Ecological Resources***

- Cultural and historical significance: The park contains nationally registered cultural resource historic sites and is a sacred site to the tribal community.
- Habitat diversity: Fairview Park encompasses several distinct habitat types, including wetlands, riparian areas, coastal sage scrub, coastal bluff scrub, and flower fields. These habitats support a wide array of plant and animal species, many of which are designated as endangered, rare, or special-status wildlife.
- Vernal pools: The park is home to rare vernal pools, which are ephemeral wetlands that provide critical habitat for a variety of unique and specialized organisms, including the San Diego fairy shrimp and Riverside fairy shrimp, both listed as endangered by the federal government.
- 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, such as Talbert Regional Park.
- Wildlife refuge and human ecology: Fairview Park provides a valuable refuge for wildlife within the urban landscape of coastal Orange County, offering a unique space for people to connect with nature.

### ***Organized Recreational Activities and User Groups***

Fairview Park offers approximately seven (7) miles of trails, providing passive recreational opportunities such as walking, running, bicycling, wildlife observation, environmental interpretation, and connectivity to the Santa Ana River bikeway system. The park also hosts unique organized activities, including the narrow-gauge railroad, hobbyist model glider flying, and community-based restoration and educational activities.

In addition, the following non-profit organizations provide year-round programs and events at Fairview Park:

- Coastal Corridor Alliance (CCA): CCA partners with the City to host community-based restoration events, guided educational tours, volunteering opportunities and other programs to support community stewardship.
- Fairview Park Alliance (FPA): FPA partners with the City to organize volunteer-based restoration activities and educational activities in support of Fairview Park preservation,



restoration, and protection.

- Harbor Soaring Society (HSS): HSS is a radio-controlled soaring club, offering model glider flying activities for model aircraft enthusiasts in Fairview Park.
- Institute for Conservation Research and Education (ICRE): ICRE works with schools and educational institutions to conduct student-led research in local natural environments, including Fairview Park.
- Orange County Model Engineers (OCME): OCME operates the narrow-gauge model railroad on the east side of Fairview Park, offering free public train rides through Fairview Park on the model train circuit.
- Sea and Sage Audubon Society: Sea and Sage Audubon conduct organized bird surveys to document bird activity in Fairview Park and offers other programs, including guided educational tours and workshops.

### ***Master Plan Timeline***

Over the past 30 years, the City has periodically updated the original Fairview Park Master Plan to comply with new regulatory agency requirements, community requests and ecological findings. Below is a timeline of notable years when the plan was updated and/or impacted by certain events:

- 1996 to 1998: The City of Costa Mesa prepared and adopted the Fairview Park Master Plan ("Master Plan") to provide a framework for existing and future park improvements, public uses, interpretive elements, and restoration opportunities.
- 2000 and 2002: City Council subsequently adopted revisions to the Master Plan to address specific changes in park features, and in 2008 to account for an updated biological survey of the park.
- 2016: Costa Mesa voters adopted the citizen-initiated Ballot Measure AA, which became codified in the Costa Mesa Municipal Code. Measure AA requires that further development and significant permanent constructed improvements in Fairview Park must be approved by the Costa Mesa electorate prior to being constructed, with certain exceptions for purposes of restoration, public safety, preservation, and maintenance.
- 2017: City Council established the Fairview Park Steering Committee, which is tasked with providing advice and recommendations to the City Council on the implementation of the Fairview Park Master Plan and on Measure AA.
- 2019 to 2020: City Council allocated funding for the Fairview Park Master Plan from the Capital Improvement Program (CIP) Budget.
- 2023: The City Council awarded the Professional Services Agreement to MIG for the Fairview Park Master Plan Update.

### ***Master Plan Process***

Since March 2023, the consultant team has undergone an intensive process of analyzing a large amount of information about Fairview Park, while evaluating conditions of the site and engaging with the site's diverse stakeholders through the community outreach process.

The key activities completed by the consultant team are:

- Review of historical biological reports, surveys, and other technical reports from the site.
- Conducted botanical investigations to develop a comprehensive list of plant species in the park.
- Review of relevant codes, regulations, and legal information pertaining to the site's biological resources, environmental resources and cultural resources.
  - Evaluated recreational features, public use patterns, furnishings, amenities, and other features.
- Confirmed the presence of over twenty rare and endangered species, including Western burrowing owl, Coastal California gnatcatcher, Least Bell's vireo, Crotch's bumble bee, San Diego Button Celery, Southern tar plant, and several others.
- Prepared and completed three technical reports addressing biological resources, vegetation community mapping and restoration opportunities, and cultural/historical resources assessment.

### ***Outreach and Engagement***

The Master Plan update process recognizes the interdependence of meaningful stakeholder engagement. In order to receive community input, staff and the consultant team engaged in the following activities:

- Conducted public outreach sessions, including a combination of community workshops, informational sessions, and presentations to the Parks and Community Services Commission, Fairview Park Steering Committee, and the City Council.
- Consultation with representatives of the Tribal Advisory Group, both in-person at the site and in virtual format.
- Conducted a series of site reviews at various times, seasons, and periods of the day and week to examine use patterns by park visitors throughout the 208-acre site.

The project team synthesized the information gathered during the outreach activities to develop a framework for identifying key findings and recommendations for the Fairview Park Master Plan Update. The consultant team relied on the following criteria in the development of the recommendations for the Master Plan Update:

- Community need and public benefit
- Scientific integrity
- Feasibility
- Sustainability (economic and environmental)
- Legal and regulatory implications
- Consistency with the stated objectives of the Master Plan Update

### **Fairview Park Steering Committee Recommendations**

In July and October 2024, the consultant team presented the Master Plan Update findings and

recommendations to the Fairview Park Steering Committee. During these meetings, the Committee discussed, revised and approved 25 recommendations as provided by the consultant from community engagement sessions, Attachment 2. The Committee's general direction was to maintain Fairview Park as a cultural and environmentally sensitive resource. The Committee supports conservation and restoration of native plants, hiking trails and the natural habitat while encouraging community engagement and passive use access.

#### Special Council Meeting

On January 28, 2025, staff presented to Council a status update on the development of the Draft Fairview Park Master Plan. The overview included key updates on the progress of the community outreach efforts, ecological conditions, a summary of historical documentation and completed restoration efforts, and highlights of resource assessment, technical investigations and field surveys. City Council discussed the Draft Master Plan update and provided feedback to staff, including a balancing of resource protection and public use, which reflects the interest of the community and City.

#### **ANALYSIS:**

The Draft Master Plan was developed to reflect the following City Council direction and goals:

1. To restore and preserve the park as an environmental resource and provide interpretive opportunities to educate users of the park's unique ecology, cultural history and resources.
2. To manage the park as a balanced recreational opportunity for all users.
3. To engage stakeholders, users, and the community at large in developing a blueprint to manage the park, which accounts for passive use recreation, environmental restoration and preservation, and funding considerations for years to come.

#### ***Project Objectives***

The primary objectives of the Draft Master Plan are:

- Incorporate mitigation commitments and new conservation obligations associated with restored areas and conservation easements. (e.g., wetlands and riparian habitat restoration projects, Headlands coastal sage scrub mitigation, vernal pools restoration)
- Reflect the passing of Ballot Measure AA.
- Account for completed improvements, trails, and access features (e.g., North Bluff stairs, Placentia Ave. bridge, Vernal Pool 1 boardwalk)
- Account for resource protection measures based on current regulatory requirements.
- Account for documented species and resources present within the site and produce current biological and cultural resource assessments for the site.
- Carry out tribal consultation in accordance with new State requirements, which require lead agencies to consult with California indigenous tribes traditionally and culturally affiliated with a geographic area of a proposed project.

- Utilize contemporary technology and asset mapping tools to support informed land management.
- Conduct community outreach and engage the local community in planning the future enhancement and improvement of the park.
- Evaluate and account for current and future recreational activities.

### **Existing Conditions and Regulatory Framework**

Fairview Park's biological, cultural, and environmental resources are protected under a comprehensive regulatory and legal framework at federal, state, and local levels, including the State and Federal Endangered Species Acts, National Historic Preservation Act, National and California Registers of Historic Places, California Fish and Game Code, California Environmental Quality Act (CEQA), and Tribal Cultural Resource provisions. These regulations prohibit unauthorized "take" of endangered wildlife resources, and require that projects and activities consider, avoid, or mitigate impacts to significant ecological, historical, and cultural resources. Additionally, local regulations such as Measure AA ensure that major changes to the park's facilities and infrastructure receive community oversight, reinforcing the protection of sensitive natural and cultural areas.

### **Master Plan Significant Findings and Recommendations**

The Master Plan provides a framework for future improvements, enhancements, restoration efforts, and management of the 208-acre site. Significant findings and recommendations in the Master Plan Draft compared to the previous Master Plans are as follows:

- The tribal cultural significance of the Fairview Park site to the tribal community, and the need for continued coordination, site preservation, and relationship building between the City and tribes.
- The need to improve protection of the site's sensitive archeological resources and treat the Fairview Park site as culturally sensitive at a landscape scale rather than as isolated cultural resource sites.
- Discovery of the vernal pool watershed's expansive area, the interconnectedness between the vernal pools and surrounding watershed habitats, and the connectivity of the vernal pool complex on the west side of Fairview Park.
- Improved understanding of the park's biological diversity and ecological sensitivity including several State and Federally listed endangered species found in the park, as well as sensitive habitats which provide habitat for native wildlife.
- The importance of ecologically appropriate maintenance, operations, and management protocols to guide sustainable land management activities around sensitive resources.
- Relocate the fly field from its current location to a non-biological sensitive area of Fairview Park and to avoid environmental impacts to documented resources.
- The importance of maintaining park accessibility to all community members, including incorporation of ADA accessible facilities.
- Recognition of the need for additional public access features such as elevated boardwalks to improve public access and trail connectivity, and to preserve sensitive features.

- Recognition of the need to revegetate areas of excessive barren ground to prevent erosion, improve public safety, and provide users clear definitions for the designated trail system.
- Recognition of the importance of Fairview Park as an exercise hub for community members, and the park's value for physical and mental wellness.
- Recognition of the community's interest in local stewardship activities including volunteering, community-based restoration, and educational tours, and the value of non-profit partnerships in fulfilling this interest.
- Potential for a native plant growing space to supply restoration needs within the park, and to provide other community and educational benefits.
- The scientific value of the site as an open laboratory for scientific research, citizen science, and student learning opportunities in various scientific disciplines (biology, ecology, geology, hydrology, archeology, etc.).
- The educational value of the site for cultural historical storytelling at the site, and opportunities to educate the public about the connectedness between humans and their natural environment.

### **Community Input on the Draft Master Plan**

On October 3, 2025, the City released the Draft Fairview Park Master Plan Update for a 30-day public review period. Comments received from the public comment period are included in Attachment 3.

The general community feedback themes are:

1. Conservation and education: Community members emphasized the importance of conserving sensitive features and educating the public to protect sensitive biological and cultural resources.
2. Trail management and public access: Participants supported consolidating and maintaining a system of well-defined trails while limiting off-trail use using natural barriers, physical barriers, and clear signage.
3. Resource protection measures: participants expressed strong support for prioritizing sensitive resource protection, including vernal pools and watersheds, sensitive flora and fauna, and cultural sites.
4. Enhanced park operations and amenities: feedback emphasized the need for increased ranger/staff presence onsite, incorporation of ADA-accessible furnishings near the lawn area, additional dog waste receptacles, and improved trails.
5. Opinions of recreational activities: participants had mixed opinions on some recreational activities. While some expressed support for retaining current non-authorized trail use, and the dirt fill mounds used as bike features, others expressed concern over adverse environmental impacts from these activities. Participants also emphasized safety concerns about BMX activity on the dirt fill features, and concerns with high-speed motorized bike and E-bike activity on trails.

### Fairview Park Steering Committee Recommendations

On October 15, 2025, the Committee discussed the previous recommendations and agreed to keep the recommendations as reflected in the Draft Master Plan.

### Parks and Community Services Commission Recommendations

On October 30, 2025, the Parks and Community Services Commission held a special meeting to discuss and provide recommendations on the Draft Fairview Park Master Plan Update. The meeting had approximately 35 public speakers advocating for various initiatives. Some advocated maintaining current programming/activities in their current locations and providing accessibility to all trails, while others focused on an environmentally sensitive approach to conserve Fairview Park.

The Commission's recommendations were the following: include language to adhere to the City's adopted Active Transportation Plan, explore fly field options outside of the park, add multi-language signs, address public safety concerns and encourage the public to participate in tribal coordination and storytelling.

## **Summary**

The Draft Fairview Park Master Plan Update represents several years of research and public outreach to develop a blueprint for future enhancements and improvements to Fairview Park. The recommendations in the Draft Master Plan are intended to reflect Fairview Park as a community focused park that encourages community interaction and accessibility while preserving its unique resources. By balancing resource protection and public use and exercising prudent management, Fairview Park can be an accessible ecological and recreational resource to all.

### Next Steps

In order to implement the various elements of the Master Plan the following actions need to be completed:

- Staff will finalize the Fairview Park Master Plan Update per City Council direction.
- Consultant will prepare CEQA (California Environmental Quality Act) documentation.
- CEQA documentation and draft Final Master Plan will be released for 30 day CEQA review period.
- Staff will return to the City Council for adoption of the Final Fairview Park Master Plan Update.

## **ALTERNATIVES:**

The City Council may provide direction to staff to incorporate other recommendations and/or pursue other alternatives.

**FISCAL REVIEW:**

Funding for the Fairview Park Master Plan Update is available in the Park Development Fees Fund (Fund 208).

**LEGAL REVIEW:**

There is no legal review required for this item as the direction will be advisory in nature.

**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, infrastructure, and technology.
- Advance environmental sustainability and climate resiliency.

**CONCLUSION:**

Staff recommends the City Council:

1. Review and discuss Attachment 1 - *Draft Fairview Park Master Plan Update* prepared by consultant Moore, Iacofano, Goltsman, Inc. (MIG) and;
2. Provide direction on the Draft Fairview Park Master Plan Update for inclusion in the final Fairview Park Master Plan Update for adoption.





# Fairview Park

Master Plan Update DRAFT 2025-09-29



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*"The site could be planned as the City's premier park, to include a wide diversity of recreational opportunities encompassing natural passive park land. The Master Plan for this site must address the distinctive character of the location and its adjacencies providing a park with unique citywide significance. The Santa Ana River, Talbert Nature Preserve, and the bordering school properties all should influence the park design and layout. In addition, the park contains important cultural and natural features which should be planned for future protection."*

*City of Costa Mesa Parks, Recreation, and Open space Master Plan,  
January 1996*

*Facing page photo by City of Costa Mesa.*



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\*Appendices can be found at:  
[www.costamesaca.gov/lvpmp](http://www.costamesaca.gov/lvpmp)

DRAFT Contents



# 01 Introduction

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# Executive Summary

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The Fairview Park Master Plan Update has attracted enthusiasm for the task of refining the master plan document to reflect current conditions and concepts for restoring and preserving the park as an environmental resource for study, interpretation, and education as well as passive recreation and a range of compatible public uses. These include walking and jogging trails, picnicking, wildlife viewing and nature exploration, unique hobbyist activities and other low-impact activities that connect community residents to the natural environment. Balancing resource protection and public use, which reflects the vested interests of the community and the City, is the essential purpose of this plan update. The Master Plan plays an important part in telling the greater story of this 208-acre parkland and conservation area. Fairview Park is a beloved cultural and natural resource asset for the community of Costa Mesa and the region and residents are deeply invested in preserving the region's natural and cultural resources and ensuring future generations have the same opportunity to enjoy this beloved and unique place.

Additionally, the Master Plan Update builds upon the success of the original plan and updates, but importantly maintains the momentum generated by recent initiatives to establish a more robust set of strategies to facilitate the continuing improvement of Fairview Park. By incorporating the information presented in this report, the Fairview Park Master Plan Update can effectively address the critical need for a Long-Term Management Plan that safeguards cultural resources and conserves biological resources, including the essential vernal pool habitat. This report serves as a valuable tool for informed decision-making and planning to ensure the future preservation and enhancement of Fairview Park's unique ecological features and cultural significance.



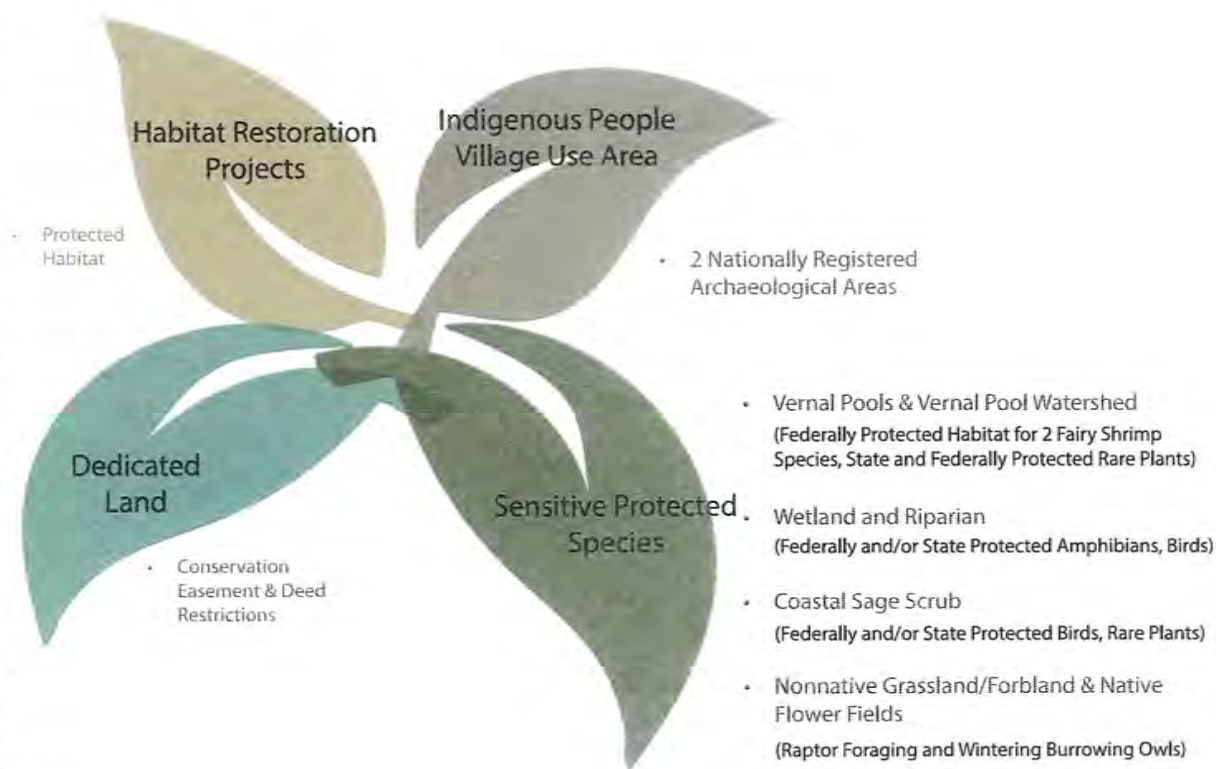
Facing page photo by City of Costa Mesa.

Photo by Robert A. Hamilton

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### Critical Themes and Initiatives

- Findings from the technical investigations serve as a valuable tool for informed decision-making and planning to ensure the future preservation and enhancement of Fairview Park's unique ecological features and cultural significance.
- Fairview Park supports a remarkable array of special-status plant and wildlife species, several of which are listed as threatened or endangered by state and/or federal governments. The park's combination of riparian habitats, coastal scrub, grasslands, and vernal pools is unique in Orange County, and rare anywhere in Southern California. Fairview Park is a regionally significant biodiversity hotspot, supporting 197 plant species—including 10 rare species—18 vegetation alliances, and critical habitat for protected wildlife such as Least Bell's Vireo, Coastal California Gnatcatcher, Burrowing Owl, and Crotch's Bumblebee. Its federally protected vernal pools sustain San Diego and Riverside fairy shrimp and eight rare vernal pool plants, while over 220 bird species and 20 butterfly species underscore its importance as a vital wildlife corridor in Southern California.
- Fairview Park provides an exceptional level of public access, featuring approximately 6.5 miles of trails the park has one of the highest trail densities in the region. This allows residents and visitors to enjoy passive recreational activities while experiencing diverse habitats and biological resources, a level of public access rarely permitted in other regional natural open spaces with comparable ecological and cultural significance.






## BIODIVERSITY HOTSPOT

**197**   
Plant Species

**10**   
Rare  
Plant Species

**20**   
Butterfly Species

**220**   
Species of Birds

**18**   
Vegetation Community Alliances

### Wildlife Corridor

Habitat for Protected Species, including  
**Least Bell's Vireo, Coastal California  
Gnatcatcher, & Crotch's Bumblebee**



Least Bell's Vireo



Coastal California  
Gnatcatcher




Crotch's Bumblebee

DRAFT

## VERNAL POOL

**8** Special Status  
Vernal Pool Plants 

 Federally Protected Vernal  
Pool Habitat for **San Diego  
and Riverside Fairy Shrimp**



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- **Threats to sensitive biological and cultural resources in Fairview Park** come from human actions that destroy, degrade, and fragment the park's natural communities and erode protective soil cover. These threats should be mitigated with a combination of education, management and physical protection measures and actions.
- **Regulatory Protections and Resource Management:** Fairview Park's biological, cultural, and paleontological resources are protected under a comprehensive regulatory framework at federal, state, and local levels, including the National Historic Preservation Act, National and California Registers of Historic Places, National Environmental Policy Act (NEPA), California's Environmental Quality Act (CEQA), and Tribal Cultural Resource provisions. These laws require that projects consider,

avoid, or mitigate impacts to significant ecological, historical, and cultural resources. Additionally, local regulations such as Measure AA ensure that major changes to the park's facilities and infrastructure receive community oversight, reinforcing the protection of sensitive natural and cultural areas.

- **Prevent further damage to cultural resources through site management.** Erosion, unauthorized trails, vegetation clearing, pedestrian and bicycle activity are degrading sensitive areas. Stabilization should be achieved through revegetation with no-till methods, signage, barriers, and raised walkways to protect sediments and prevent trail proliferation.

- **Honor Tribal stewardship and ensure respectful handling of cultural materials.** Any Native American cultural materials encountered will remain on-site for reburial in locations kept confidential, in accordance with law and Tribal consultation. Ongoing collaboration with Tribal representatives will guide all management actions to ensure cultural integrity.

#### Key Findings from Community Engagement:

- **Strong Support for Conservation and Education:** Community members, and representatives from local Native American Tribes, emphasized the importance of protecting Fairview Park's sensitive biological and cultural resources while balancing public access and enhancing opportunities for education. There was broad consensus on interpretive



Photo by City of Costa Mesa.

signage, a central educational area, and guided or self-guided learning experiences focused on Tribal cultural history, ecology, archaeology, and biological resources.

- **Trail Management and Public Access:** Participants supported consolidating and maintaining well-defined trails including elevated walkways in vernal pool areas, while limiting off-trail use, motorized vehicles, and e-bikes. Fencing, natural barriers, and clear signage were encouraged to protect sensitive habitats while maintaining passive public access.
- **Resource Protection Measures:** The community supports science-based habitat restoration and enhancement strategies presented in the Master Plan Update, including natural weed abatement and minimal herbicide use, along with maintaining views and access for educational purposes. There was strong support for protecting vernal pools, sensitive flora and fauna, and cultural sites throughout the park.
- **Enhanced Park Operations and Amenities:** Feedback highlighted the need for increased ranger presence, ADA-accessible furnishings, additional dog waste receptacles, and improved trail and overlook access. The community endorsed the addition of a consolidated growing space on the east side of the park.
- **Conflicting Opinions on Recreational Activities:** While some stakeholders desired continued use of BMX trails, dirt bike mounds, and glider/model aircraft activities, others expressed concern over their impacts on biological and cultural resources. These conflicting viewpoints indicate the need for careful balancing of recreational activities with conservation priorities in the Master Plan Update and application of regulatory requirements.

#### Recommendations

- **Recognize and protect Fairview Park as a unified Tribal cultural landscape.** As the entire site has extremely high sensitivity for buried Native American origin cultural resources (not just recorded locations), additional signage and physical barriers to prevent the use of existing user-defined trails and new trails is recommended. All ground-disturbing activities must involve qualified cultural resource specialists and Tribal monitors, with an Archaeological Treatment Plan prepared in consultation with Tribes.
- **Prevent further damage to cultural resources through site management.** Erosion, unauthorized trails, vegetation clearing, pedestrian and bicycle activity are degrading sensitive areas. Stabilization should be achieved through revegetation with no-till methods, signage, barriers, and raised walkways to protect sediments and prevent trail proliferation.
- **Honor Tribal stewardship and ensure respectful handling of cultural materials.** Any Native American cultural materials encountered will remain on-site for reburial in locations kept confidential, in accordance with law and Tribal consultation. Ongoing collaboration with Tribal representatives will guide all management actions to ensure cultural integrity.
- **Prevent Resource Degradation.** Reduce erosion, unauthorized trails, and impacts from pedestrian, bicycle, and off-trail

activity through targeted revegetation, no-till stabilization methods, signage, fencing, barriers, and raised walkways. Protect archaeological sites from unauthorized collection or disturbance while maintaining public access where appropriate.

- **Restore and Enhance Habitat.** Implement 80 acres of habitat restoration and 14.5 acres of habitat enhancement to support native plants and wildlife, remove artificial fill where feasible, and improve ecological health and biodiversity over the long term.
- **Define and Manage Trails:** Establish a clearly defined trail system that restores eroded or user-created paths, uses natural materials for trail delineation, and incorporates physical measures to prevent the creation of new informal trails, particularly in sensitive biological and cultural areas.
- **Enhance Public Amenities and Accessibility:** Concentrate park enhancements—including nature play, outdoor educational spaces, benches, picnic areas, and accessible trails—within existing developed areas such as the central lawn and east side of the park, minimizing impacts on sensitive habitats.
- **Manage Recreational Impacts:** Coordinate with organized user groups (i.e. model gliders and trains) to allow the continuation of designated uses while mitigating potential environmental impacts. In accordance with Resource Agency recommendations, relocate the model glider flying field with the goal of reducing ongoing impacts to sensitive biological resources.



## Goals & Objectives

The following goals and objectives were defined in the consultant's scope of work, and were adopted during the City Council meeting of January 17, 2023 when the contract was approved by the City Council.

- 01 Protect, preserve, and enhance the unique natural and cultural resources of Fairview Park.
- 02 To restore and enhance the park as an environmental resource, and provide interpretive opportunities to educate users of the park's unique ecology, cultural history, and resources.
- 03 To manage the park as a passive recreational opportunity.
- 04 To engage stakeholders, users, and the community at large in developing a blueprint to manage the park, which accounts for passive use recreation, environmental restoration and preservation, and funding considerations for years to come.

*Photo by City of Costa Mesa.*





# The Master Plan Process

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The Master Plan Update process recognizes the interdependence of meaningful stakeholder engagement, biological investigations, environmental documentation, and public use of the park. MIG staff has provided park planning, engagement, biological and environmental analysis and documentation. Land IQ has provided biological resource and restoration ecology services in collaboration with Hamilton Biological, who conducted several field investigations and provided an avian inventory and vegetation survey. Cogstone Resource Management Group led the Tribal Advisory Group, archeology, paleontology, and Tribal cultural resource services.

The project included the following tasks:

- Review of existing documentation
- Community outreach
- Resource assessment and analysis of existing conditions
- Update findings and recommendations
- Environmental compliance documentation

The project kicked off with the compilation and review of relevant project documents including the following: planning documents; existing biological surveys and observations; environmental documentation; relevant codes, regulations, and legal documents; and existing historical and cultural documents and reports. The MIG Team prepared a memo report summarizing the findings.

## Community Outreach

Additionally, a Community Outreach Plan was developed, reviewed, and approved by City staff. General direction to the consultant team has been given by the general public in open meetings, and at city and community events such as Fairview Park Habitat Restoration Days and Earth Day 2024.

Below is a summary of community and stakeholder meetings conducted:

**Fairview Park Steering Committee Meeting 1** (June 14, 2023) – The MIG Team presented an overview of the project scope, schedule, background documents, existing conditions, potential approaches and strategies for restoration and habitat enhancement. There was a facilitated discussion with the purpose of gaining an understanding of the committee members' vision for Fairview Park regarding elements for consideration in the Master Plan Update including lessons learned from previous restoration efforts.

**Community Workshop 1** (August 31, 2023) – The MIG Team presented an overview of the project purpose, process, schedule, and background. Initial observations about existing site conditions and opportunities and constraints were presented. Small group discussions were conducted and were the primary method to capture community feedback to inform the Master Plan Update.

**Fairview Park Steering Committee Meeting 2** (October 11, 2023) – The MIG Team presented findings from field investigations of biological resources, habitat restoration and enhancement opportunities. Public comment on items presented was provided.

**Tribal Advisory Group (TAG) Site Visit** (October 18, 2023) - The City and members of the MIG Team conducted a site visit so that representatives of local Native American Tribes can better understand project elements and potential impacts on sensitive cultural areas.



Photo by City of Costa Mesa.

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**Tribal Advisory Group (TAG) Meetings** – The MIG Team presented an overview of the Master Plan Update to obtain feedback from experts that have a local understanding of the potential impacts on park use and proposed restoration activities, or park improvements on cultural, archaeological and paleontological resources at the park.

**Parks and Community Services Commission Meeting (June 27, 2024)** – MIG presented progress on the Master Plan Update, an overview of public feedback, and summary of resource assessment findings to inform Commissioners of the progress of the work and present, discuss, and gather feedback about the emerging recommendations for the Fairview Park Master Plan Update.

**Fairview Park Steering Committee Meeting 3 (July 10, 2024)** – The MIG Team presented 20 recommendations for discussion to determine adoption of proposed recommendations.

**Community Workshop 2 (September 4, 2024)** – The MIG Team presented an overview of completed studies, resident feedback, selection criteria guiding recommendations and draft recommendations of the Master Plan Update. Interactive open house stations followed the presentation and covered the following: Trails and Public Access, Public Education and Interpretation, Resource Conservation and Preservation, Operations and Maintenance, Site Activities and Uses.

**City Council Study Session (January 28, 2025)** – The MIG Team presented progress on the Master Plan Update to inform City Council of the progress of the work and present, discuss, and gather feedback about the draft recommendations for the Fairview Park Master Plan Update and review next steps for environmental documents.

To complete resource assessments and analysis of existing conditions, site investigations began in the spring of 2023. A team meeting occurred on March 29, 2023 and biological field investigations began late winter and early spring of 2023 to provide the basis for the biological field surveys. Investigations of site cultural and paleontological resources and analysis of park resources, uses and activities were conducted in the summer of 2023 followed by a final field visit on March 25, 2025 and the final Biological Resources Technical Report dated May 8, 2025. This technical report can be found in Appendix B.

Botanical field investigations were completed by botanist James Bailey on April 28, May 21, and June 8, 2023, to develop a comprehensive list of plants in the park and to search all habitat communities for special-status species potentially present. Each botanical survey lasted seven to eight hours, and covered the western side of the park, focusing on the vernal pools, grasslands, and scrub-covered bluff. The northern riparian lowlands were visited on April 28 and the area east of Placentia Avenue was visited on June 8. Due to the extended rainy season, many plants flowered about a month later than usual during the first half of 2023. The earliest vernal pool indicator species detected was slender woolly-marbles (*Psilocarphus brevissimus*), and the latest was mud fiddleleaf (*Nama stenocarpa*). During the more typical year of 2017, James Bailey observed that these two species had reached maturity and produced inflorescences by early March and mid-April respectively. In 2023, however, these milestones were pushed back to mid-April for *Psilocarphus* and mid-June for *Nama*. Specifically, late-season showers on May 3, 4, and 5 refilled the vernal pools with nearly 1 inch of water. While early season species had already developed by this time, later season species were stalled by repeated submergence, until the ponds dried again in mid to late May.

Focused surveys in June and July, 2024, for Crotch's Bumble Bee were conducted by Endemic Environmental Services across 16.5 acres of the park planned for habitat restoration. These surveys produced photographic records of 13 Crotch's Bumble Bees utilizing a variety of native and non-native shrubs and forbs. (Endemic Environmental Services. 2024. Crotch's Bumble Bee photo-only survey report for the Fairview Park Mesa Restoration Project located in the City of Costa Mesa, California. Technical report submitted to the California Department of Fish and Wildlife).

Biologist Robert Hamilton conducted wildlife investigations on nine dates between February 10 and June 8, as summarized in Table A, below.

**Table A: Wildlife Survey Summary**

DATE	TIMES	TEMPS (°F)	SKY CONDITIONS	WIND (MPH)
2/10/23	1615–1700	66	80% overcast	2–3
3/28/23	1330–1730	58–59	50% overcast	3–5
3/31/23	1520–1700	62	90% overcast	4–8
4/7/23	1530–1700	64	20% overcast	4–6
4/14/23	1555–1645	63–61	40–80% overcast	2–5
4/28/23	0805–1205	57–65	100% overcast	1–4
5/19/23	1530–1655	64	100% overcast	3–5
5/28/23	0700–10:20	59–63	100% overcast	1–3
6/8/23	0905–1115	65	60% overcast to hazy	1–6



The purpose of the wildlife visits in 2023 was to collect current information on the distribution of plant and wildlife species across Fairview Park. Nearly all of the survey effort was expended west of Placentia Avenue, with an emphasis on attempting to detect (a) special-status species potentially present, and (b) species detectable only when the vernal pools have water (as they did during and after the exceptionally wet rainy season of 2022/2023).

MIG staff conducted a reconnaissance-level field visit in 2023 to prepare a current GIS-based map of vernal pools, wetlands, and other features that fall within the jurisdiction of the U.S. Army Corps of Engineers and areas within Fairview Park, but outside of existing wetland mitigation sites.

The project archaeologist requested a search of the California Historical Resources Information System (CHRIS) from the South Central Coastal Information Center (SCCIC), which included the entirety of Fairview Park. Results of the record search indicate that 17 previous studies have been completed within the Park; seven of these postdate the 2002 Fairview Park Master Plan. Additionally,

the project archaeologist requested a Sacred Lands File (SLF) search from the Native American Heritage Commission (NAHC). The NAHC responded on December 4, 2023 with a positive search result indicating that a tribal cultural resource is located within the same township, range, and section as the Project Area. The NAHC recommended that the Gabrieleño Band of Mission Indians – Kizh Nation, the Gabrieleño/Tongva San Gabriel Band of Mission Indians, the Juaneño Band of Mission Indians, and the Juaneño Band of Mission Indians Acjachemen Nation – Belardes be contacted for more information and provided a list of nine groups and individuals that may have information about the Project Area. Cogstone sent letters inviting all groups and individuals on the NAHC to engage in Native American tribal consultations under Assembly Bill (AB) 52 and Senate Bill (SB) 18 via United States Postal Service certified mail on October 7, 2024. Cogstone followed up via electronic mail (original consultation letter was attached) message on October 25, 2024 and by telephone call on November 8, 2024. (Appendix D). Cogstone also sent Native American Scoping letters to two individuals representing groups that are not on the NAHC list but may have information about

the Project Area, on the same schedule. Cogstone is aware of five responses total.

On October 25, 2024, Juaneño Band of Mission Indians, Belardes Cultural Resources Director Joyce Perry responded via electronic mail indicating that Tribes want to engage in formal consultation on this project, noting, "this project is located in an extremely sensitive area to our tribe." Fairview Park is located on the sacred village site and known burial area of Genga. This place is also identified as the archaeological site CA-ORA-58, which is listed on the National Register of Historic Places.

On April 3, 2024, Cogstone archaeologists Pamela Gutierrez and Alyssa Polito conducted a field survey of the boundaries of the previously documented cultural resources P-30-000058 and P-30-000506 to assess damage to the resources caused by runoff, unauthorized "social" walking trails, vegetation clearing, etc. Ms. Gutierrez and Ms. Polito conducted the survey in 10-meter transects and by following the narrow, cleared paths along the park and site boundaries. Cogstone archaeologist Sandy Duarte



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returned to the park to complete the damage assessment survey on April 19, 2024 and was able to identify and quantify additional areas of disturbance to the cultural resources.

MIG staff has visited the site nine times to document and evaluate existing site uses and facilities. These visits occurred in a variety of seasons to observe and analyze site conditions during both wet and dry weather. Additionally, MIG staff visited the site during typical and high-use days to observe site usage patterns during events including OCME Free Train Ride Days. MIG recorded this data and developed an inventory of GIS-based assets management inventory.

Together, these field investigations and mapping tasks informed the development and delivery of a Biological Resources Technical Report, a 2023 Vegetation Map and Habitat Restoration Opportunities Report and a Cultural, Tribal Cultural, and Paleontological Resources Assessment.

To complete the Master Plan Update findings and recommendations, the MIG Team evaluated the park's diverse resources and assets. Along with City staff, the team developed planning-level preliminary recommendations in accordance with findings and community input. Twenty-four recommendations were developed, presented to and approved by the Fairview Park Steering Committee. Recommendations were grouped by topic areas including trails and public access, public education and interpretation, resource conservation and preservation, operations and maintenance, and site activities and uses. The MIG Team developed plans, graphics and exhibits to illustrate the recommendations, which were presented during the outreach process. These findings and recommendations have been

summarized and synthesized into the DRAFT Master Plan Update document. The next steps are to share the DRAFT Master Plan Update for public comment for a 30-day period and to receive and incorporate feedback into a final document.

The DRAFT Master Plan Update will be utilized to initiate the environmental compliance documentation phase of work. Because no specific development projects within the park are detailed in the Master Plan, it was determined that a programmatic Initial Study/Mitigated Negative Declaration (IS/MND) would be suitable for the Master Plan. The environmental impact analysis presented in the Initial Study will focus on those policies and programs in the Master Plan Update that could have a direct or indirect physical impact on the environment. In order for the City to approve the Master Plan Update with an IS/MND, all identified direct and indirect impacts must be mitigated to less than significant levels. The MIG Team will prepare the necessary technical reports to support the Initial Study. These technical reports will identify avoidance measures and Best Management Practices to be applied to each future project developed under the Master Plan to avoid significant environmental impacts, as defined by CEQA.

The MIG Team will prepare an Initial Study based on the City's Environmental Checklist to analyze the Master Plan Update's potential impacts and provide thorough and comprehensive answers to each checklist question including an environmental and regulatory setting discussion, impact discussion, and mitigation measures, as appropriate. The impact analysis will be supported by tables, figures, maps, and graphics, as appropriate. Source information will be referenced

The steps for preparation of the environmental documentation are outlined below:

- Submit draft project description
- Receive city staff feedback on project description
- Revise project description
- Submit admin draft IS/MND
- Receive city staff feedback on admin draft IS/MND
- Submit public review draft IS/MND
- 30-day public review of IS/MND
- Submit draft Response to Comments (RTC), Mitigation Monitoring and Reporting Program (MMRP), Notice of Determination (NOD)
- Receive city/staff feedback on RTC, MMRP, NOD
- Submit final RTC, MMRP, NOD
- Planning commission/City Council hearing
- Agency review meetings
- Prepare permitting flow chart document and narrative

The final deliverables for environmental compliance documentation will be new and updated environmental documents and a regulatory permitting memo.



# Outreach Summary

General direction to the consultant team has been given by the public in open meetings, the Fairview Park Steering Committee, City of Costa Mesa Parks and Community Services Department, and the City of Costa Mesa City Council. Additionally, input from local Native American Tribes has been provided separate from the general public in recognition of their standing as sovereign Nations. Due to the sensitive nature of the information provided, the reports and feedback provided by the Tribal Advisory Group will remain confidential and only shared with the City of Costa Mesa.

## Community Workshops

As part of the community outreach strategy, two community workshops were conducted.

**Workshop 1:** On August 31st, 2023, the first workshop was conducted to introduce the community to the Fairview Park Master Plan and get initial feedback from the community, present initial findings from investigations, and learn from residents about their ideas on improving Fairview Park. Small group discussions were conducted and were the primary method to capture community feedback on items that will inform the Master Plan Update. Approximately 100 community members and park stakeholders turned out to participate in the workshop. Participants discussed six key features of the park including: Trails, Fencing, Signage, Furnishings, Nature Play, and a Museum/Field House. Emerging themes from the workshop regarding park features are summarized below. Full summary memos for each workshop are provided in Appendix A.

**Trails:** Consensus was generally formed around a desire for well maintained and clearly defined trails along with the removal of excess trails on the mesa to protect biological and cultural resources, while maintaining public access. Additionally, desires to utilize natural materials to define trails and prioritization of enforcement to control the use of motorized vehicles was emphasized. There was disagreement among attendees about the appropriate use of the dirt mounds as some expressed a desire to start allowing use by bikes and others expressed desire to remove the mounds and associated use.

**Fencing:** Most attendees agreed that fencing should enhance and improve clarity of public use for trails and that natural materials should be incorporated. Consensus around the need for fencing to protect biological and cultural resources was acknowledged.

**Signage:** Feedback centered around the need for upgraded and modernized signage that serves to increase appreciation of the park and park resources. Topics for signage include cultural, environmental and ecological subjects. All educational signage is to be presented in accessible and multilingual displays.

**Furnishings:** Community feedback centered around the desire for ADA accessible furniture and the use of natural materials for furnishings. Some respondents expressed a desire for existing park furnishings to remain, however, most respondents expressed desire for upgraded furnishings concentrated in the existing lawn area. Provision for improved and additional trash and dog waste receptacles throughout the park was identified as was the addition of benches and an accessible trail to the bluff overlook.

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**Nature Play:** Some respondents expressed a desire for nature play opportunities to be incorporated into the Master Plan Update, while others opposed providing facilities for nature play activities at the site. Consensus was formed around the desire to not provide any traditional structured playground and if provided, nature play should be located in the lawn area and coupled with educational features to enhance stewardship and appreciation of park natural resources.

**Museum/Field House:** Consensus among attendees was formed that a traditional museum was not desired and should be removed from the Master Plan Update. Some expressed desire for a centralized outdoor area to serve the educational and orientation program of a museum/field house. Others expressed enthusiasm for a field house that offered educational opportunities on numerous topics related to the park.

Additional topics addressed related to park use included consensus that E-bike use should be prohibited and is not compatible with and impacts user experiences at the park. There was strong disagreement about the compatibility and continued use of glider activities at the park. The opinion that glider flights

impact sensitive areas of the park and should be prohibited was voiced along with the position that glider flights have a history at the park and should continue.

**Workshop 2:** On September 4, 2024, the second workshop was conducted, and the design team presented the draft Master Plan Update recommendations to participants and gathered public feedback. The presentation included a project progress overview, discussion of the decision-making tree to evaluate recommendations, and an overview of recommendation categories. The five categories explored built on feedback received in Workshop 1 and included: Trails and Public Access, Interpretation and Education, Resource Conservation and Restoration, Operations and Maintenance, Site Activities and Uses.

Participant feedback on draft recommendations is summarized below.

#### Trails and Public Access:

Consensus was generally formed around the following items:

- Retain access to the natural and vernal pool areas on the Mesa

for passive recreation and educational purposes. Restore existing boardwalks and protect future trails on the Mesa and through the vernal pools with elevated walkways.

- Limit the use of vehicles on sensitive paths and develop protocols to regulate vehicle access to park trails.
- Regulate electric bike usage across the park.
- Utilize fencing and vegetation as barriers between sensitive habitat and trails.

#### Education and Interpretation:

Consensus was generally formed around the following items:

- Make signage accessible and multilingual.
- Provide a central interpretive area for education.
- Integrate self-guided educational opportunities through creative interpretive tools.
- Provide education on topics such as archaeology, geology, human/wildlife interaction.



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#### Resource Conservation and Restoration:

Consensus was generally formed around the following items:

- Protect sensitive cultural and biological areas.
- Utilize natural non-native weed abatement strategies and limit the use of herbicides.
- Sustain and promote a balanced use of the park.

#### Operations and Maintenance:

Consensus was generally formed around the following items:

- Visitors would like to see an increased presence of park rangers at Fairview Park.
- Visitors understand the need for maintenance and emergency vehicle access to the park. Access protocols should be clear and work to protect sensitive areas.
- Provide more dog waste receptacles and protect sensitive areas from dog access.
- Maintain views within the vernal pool areas for educational purposes.
- Participants had positive feedback about the maintenance and growing space proposal and would like to see this space on the east side of the park.
- Participants find the presence of motorized bikes on sensitive trails and areas concerning. The Master Plan Update should outline specific enforcement and regulation of motorized bikes.

#### Site Activities and Uses:

Consensus was generally formed around the following items:

- Provide a dedicated educational space at the park.
- Program more guided educational opportunities.

Opposition and conflicting feedback focused primarily on the following items:

- Some attendees expressed the desire for additional active recreational activities at the park and to allow activities including BMX riding of the mounds and active sport activities in the lawn area. Others expressed concern that these uses are detrimental to both cultural and biological resources at the park and activities should be relocated to more appropriate park facilities.
- Attendees expressed strong desire to continue model aircraft flying at the park and questioned the validity of the biological resource findings and recommendation that the activity is incompatible with resource protection requirements. Other participants disagreed and expressed support for following the recommendation to remove the use from the park.

#### Fairview Park Steering Committee Meetings

Three public Steering Committee Meetings were conducted.

**Meeting 1:** On June 14, 2023, the first meeting was conducted with the purpose of presenting preliminary findings from research and obtain initial feedback from the Fairview Park Steering Committee to gain local and technical understanding of the project's impacts on the local community. The MIG Team presented an overview of the project scope, schedule, background documents, existing conditions, and potential approaches and strategies for restoration and habitat enhancement. There was a facilitated discussion with the purpose of gaining an understanding of the committee members' vision for Fairview Park regarding elements for consideration in the Master Plan Update including lessons learned from previous restoration efforts.

**Meeting 2:** On November 8, 2023, the second meeting was held with the purpose of presenting, discussing, and gathering feedback on the habitat restoration and enhancement opportunities for the Fairview Park Master Plan Update. The MIG Team presented findings from field investigations of biological resources and habitat restoration and enhancement opportunities. Travis Brooks along with biologist Robert Hamilton provided a presentation that outlined a historical overview of Fairview Park, restoration opportunities, and recommendations. Fairview Park stakeholders were provided an opportunity to ask questions and provide comments and feedback.

**Meeting 3:** On July 10, 2024, the third meeting was conducted with the purpose of presenting Master Plan Update updates to the committee for member consideration and approval. The MIG Team presented draft recommendations and committee members commented and reviewed. Public comments were also provided and recorded. The approved recommendations are included in Appendix A.

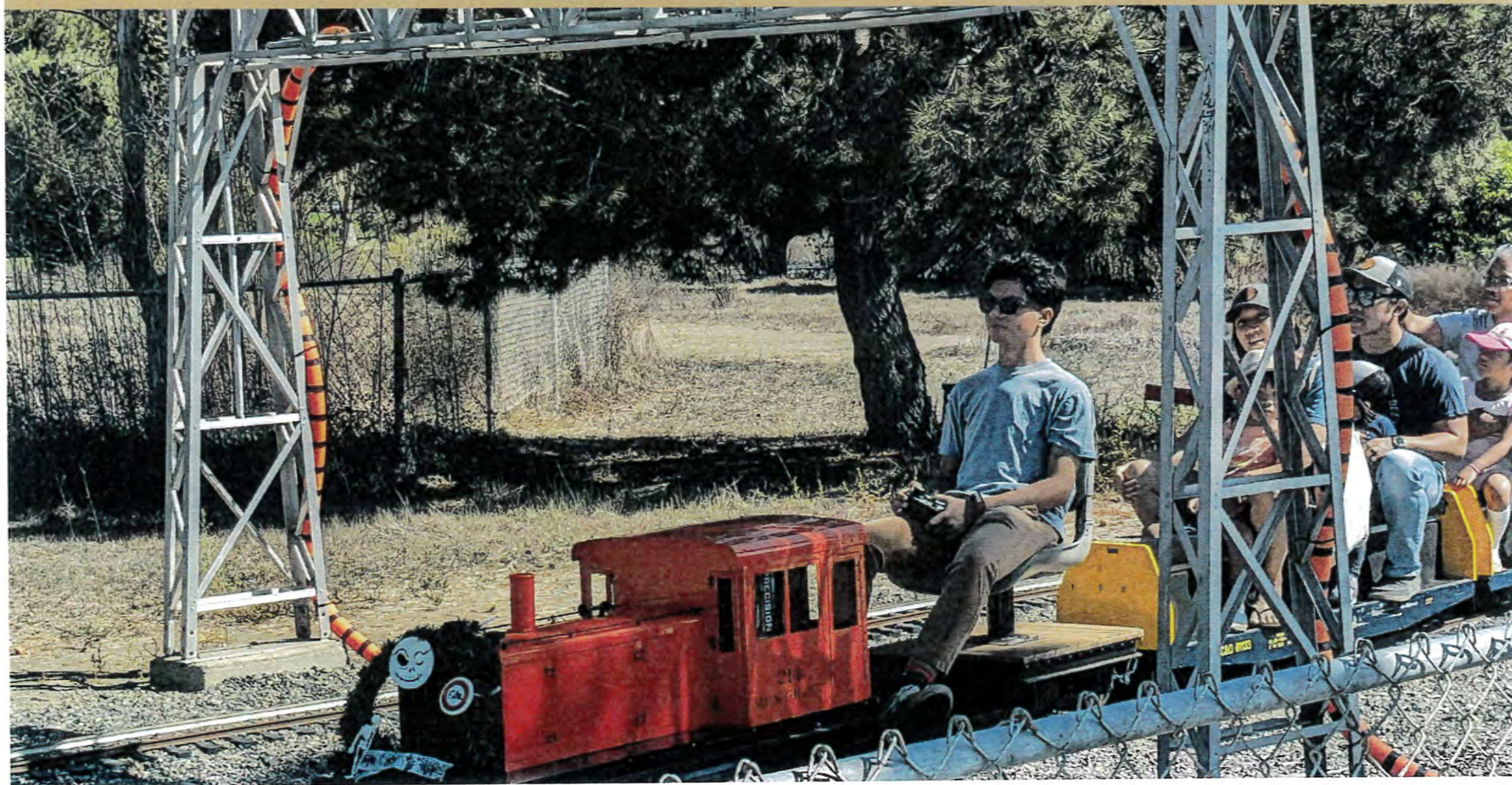
#### Parks & Community Services Commission Meeting

This meeting was conducted on June 27, 2024 with the purpose of introducing commissioners to the Fairview Park Master Plan Update process and share findings for restoration and recreational opportunities. MIG presented an overview of the Fairview Park Master Plan Update Process including an introduction and purpose of the project, findings from outreach, surveys, paleontological research, and restoration opportunities. Meeting notes for Community Workshops and Steering Committee meetings can be found in Appendix A.



## 02 Existing Planning Conditions

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## The Site & Adjacent Uses

The Fairview Park site is split into two distinct sections by Placentia Avenue. 155 acres lie to the west of Placentia, and 53 acres to the east.

### West of Placentia Avenue

The western border of the western section of Fairview Park is joined by Talbert Regional Park (also referred to as Talbert Nature Preserve). At 180 acres, Talbert Regional Park consists of North Talbert and South Talbert, which is a restored natural habitat with public access trails. The park is owned and managed by the County of Orange, OC Parks. The presence of Talbert Regional Park is a strong influence upon the planning of Fairview Park. An opportunity exists to build upon the existing natural habitat at Talbert Regional Park as a crucial wildlife corridor, connecting to the Santa Ana River system of trails and parks to other open spaces in the region, including Randall Preserve and the Huntington Beach Wetlands. Talbert Regional Park has no parking facilities and is currently entered by trails only. A major access trail to north of Talbert Regional Park exists through Fairview Park along the northwestern bluffs. The County of Orange has expressed interest in a joint parking facility located off Placentia Avenue in the lowlands area with a new trail into Talbert, but this is not recommended in the Master Plan Update.

### The bluffs to Swan Drive (Wetland and Riparian Area)

The northwest portion of the site, 45 acres, joins Talbert Regional Park to the west, private residences on Swan Drive to the north, Placentia Avenue to the east, and the park bluff to the south. This section of the site contains important plant species and soil conditions comprising alluvial scrub habitat. Habitat restoration

projects have been implemented in northwest portion of the site including 35 acres of created wetlands and native scrub habitat as part of the Fairview Wetlands and Riparian Habitat Project and the Headlands Project Mitigation Area. Fairview Channel is a major storm drain structure which serves a broad area outside of the park boundary. The channel connects to the Greenville-Banning Channel to the west of Talbert Nature Preserve. The Fairview Channel lies approximately fifty feet from the backyards of adjoining residential properties on Swan Drive. The Swan Drive residents strongly oppose the introduction of active public use in close proximity to their backyards. The Placentia Drain, an earthen drainage channel created during agricultural use of the site, cuts diagonally through this area from northeast to southwest. Flows from this portion of the drain generally flow south along the border with North Talbert.

### The bluffs area, south to Pacific Avenue (Bluff and Mesa Area)

Approximately 110 acres lie west of Placentia Avenue and are defined by bluffs dropping down into Talbert Regional Park to the west, into the Fairview Park lowlands to the north, and south to the residential community of Pacific Avenue and Canyon Drive. A parking area for 26 cars exists for park use at the north end of Canyon Drive. Waldorf School Orange County and Estancia High School form the remainder of the south border of the western area.

The southeastern portion of this area contains approximately 1.62 acres utilized by the Harbor Soaring Society for flying model aircraft. Model aircraft enthusiasts have been participating in this activity at Fairview Park since the early 1960s. Review of historical aerial imagery shows that the area devoted to the flying field

has varied considerably from year to year, but has remained in the southern part of the western mesa. In 2005, a reconfigured fly field (approximately 150-ft by 470-ft) was graded within the existing vernal pool watershed, which the Harbor Soaring Society used with City's permission until the COVID-19 pandemic led to temporary closure of the park in March of 2020. In 2023, the City provisionally re-opened the fly field for use on weekends. Currently, flying is limited to non-powered gliders on the first and third Saturdays of the month.



Photo by MIG, Inc.



Photo by City of Costa Mesa.

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This area is also referred to as the Mesa, and is a vernal pool watershed. Several restoration projects have occurred in this area including planting of coastal sage scrub, purple sage scrub, and vernal pool habitats. Non-native grasslands on the Mesa occur on soils that have been historically disturbed, including areas impacted by grading for the fly field and numerous informal paths. Non-native cover exceeds 75 percent, with wild oats, annual bromes, and redstem filaree being dominant throughout. Nonnative weeds occurring in patches include fennel, black mustard, wild radish, cheeseweed mallow, and tocalote. Clustered tarplant, a disturbance-tolerant native herb, also occurs commonly in these grasslands along with scattered patches of coast goldenbush, big saltbush, mulefat, and California buckwheat.

While the entire park area should be considered a single unified Native American cultural landscape, the northwest bluff region contains the registered archaeological site CA-ORA-58, which is a well-documented and defined area to be protected and preserved. With the intent of capping the archaeological site prior to construction of new park amenities, fill material was placed on the Mesa in 1987 and 1988. The fill material did not, however, meet standards for capping an archaeological site, and included chemically active construction and paving debris that can degrade archaeological artifacts instead of preserving them. In addition to the fill material being improper cover for the protection of indigenous cultural resources, it also created three new threats to biological resources on the Mesa. First, the fill material covers and takes away habitat for native flower fields and fairy shrimp. Second, 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. The fill was moved for study of the archaeological site limits in east to west strips in the 1993 investigation, resulting in uneven and unnatural topography. Portions of another archaeological site, CA-ORA-506, lie beneath the existing developed park and the area east of Placentia Avenue. This site has been the subject of far less research than ORA-58. Studies conducted in 1994 identified certain seasonally wet areas of the western area of the park as vernal pools. This identification was an important ecological discovery. Vernal pools were once widespread, but many have given way to development before their importance was fully understood; and very few remain in Orange County. The pools are a protected ecosystem and closely regulated. These resources will be restored and protected as described in the following chapters of this document.

#### Existing Developed Park (Lawn Area)

This section of the site contains the developed portion of Fairview Park consisting of approximately 13 acres of lawn and trees with restrooms, picnic facilities, and informal gathering areas and parking for 109 cars. These existing facilities are to be retained and improved.

#### East of Placentia Avenue

The entire eastern border of the park is bounded by Costa Mesa Golf Course, which is separated from the park by a fence. The eastern part of the park is cut into two sections by the Fairview Channel. The north and south sections created by the channel are joined by a foot bridge which crosses the channel. The east and west sections of Fairview Park are connected by a pedestrian bridge crossing Placentia Avenue.

#### North of Fairview Channel

The site slopes steeply up from Placentia Avenue and the Fairview Channel to join single family residential areas at Canary Drive. At the Canary Drive park boundary, there is a grade separation of approximately 15 feet; the park being higher. The slope varies, but averages approximately 1:1, or a 45-degree slope. This slope is currently used for park entry under hazardous conditions. Additional studies are required to find an entry solution acceptable to the City and the neighborhood. No parking facilities for park use exist in this area and the community opposes the creation of functions which may attract vehicles, and excessive traffic.

#### South of Fairview Channel (Model Train Area)

The southern portion of the east side of the park site contains approximately 45 acres and is currently utilized by the Orange County Model Engineers (OCME) railroad. Installed as a volunteer project over a ten-year period, with nearly five miles of narrow gauge rail track, the system is open to the general public at no charge one weekend each month. Other weekends are used for system maintenance and entertainment of private parties on a reservation basis. The railroad has become a popular feature, often attracting over 5,000 visitors on a weekend. The current parking is on unimproved soil and gravel. The Goathill Junction Station has a restroom, gift shop, and picnic tables. These facilities are used for gathering for train rides and private parties. The Chris Anten Memorial Compound is a train maintenance and storage facility and is not open to the public.



## Previous Plans

The first Fairview Park Master Plan was adopted in March 1998. The Master Plan has undergone two revisions, the most recent update was completed in 2008. The open space of Fairview Park is included and referenced in other City and County planning efforts.

1977 General Development Plan - County of Orange

1984 General Development Plan - County of Orange and City of Costa Mesa

1988 Master Plan - City of Costa Mesa

1995 Fairview Park Development Plan

1998 Fairview Park Master Plan

2001 Fairview Park Master Plan Revised

2002 Fairview Park Master Plan Revised

2008 Fairview Park Master Plan Update

The Master Plan updates and related studies involved a range of activities gradually moving to more passive uses in each successive plan. The studied uses have included golf, baseball fields, extensive interpretive center buildings, and habitat restoration. The plans calling for more active uses and development met with strong citizen opposition. A plan for potential development of the sports fields of Estancia High School by Andrew Goetz & Associates, undated, was researched and determined to have no significant impact upon the Master Plan for Fairview Park.

Since the 2008 Master Plan, several changes to resources and management of the Park have occurred including the following:

1. In 2014, Phase 1 of the Fairview Wetlands and Riparian habitat Project was completed, and Phase 2 of the project to establish 35 acres of created wetlands and native scrub habitat in the northwestern portion of the park was begun and is ongoing.
2. In 2005, a reconfigured fly field was graded within the existing vernal pool watershed, which the Harbor Soaring Society has used with City's permission until the COVID-19 pandemic led to temporary closure of the park in March of 2020. In 2023, the City provisionally re-opened the fly field for use on weekends.
3. In 2016, Measure AA passed with over 70% of the vote, amending the Costa Mesa Municipal Code to subject certain changes to Fairview Park to voter approval.
4. In 2017, the City created and filled the Fairview Park Administrator staff position to help manage the natural and cultural resources provided within Fairview Park.
5. In 2017, the City created the Fairview Park Steering Committee to provide advice to the City Council on the implementation of the Master Plan and Measure AA. The Committee is comprised of seven members appointed by the City Council. The Committee meets bimonthly, complies with the Brown Act, and includes the Fairview Park Administrator and other City staff as City staff liaisons.

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### MASTER PLAN FAIRVIEW PARK CITY OF COSTA MESA

Fairview Park City of Costa Mesa Master Plan

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## Regulatory Framework

Planning for Fairview Park is shaped by an extensive framework of federal, state, and local regulations that protect cultural, biological, and historical resources while guiding responsible public access and use. These laws ensure that restoration activities, proposed improvements, and long-term management decisions avoid or mitigate environmental impacts, respect cultural and Tribal cultural resources, and preserve the park's unique character for future generations.

At the federal level, the National Historic Preservation Act, National Environmental Policy Act, and Antiquities Act establish requirements to identify and safeguard resources of historic, cultural, and scientific significance. State protections, including the California Environmental Quality Act, Tribal Cultural Resources statutes, and the California Register of Historical Resources, require careful evaluation of potential project impacts and the integration of mitigation measures. Locally, Costa Mesa's Measure AA provides additional oversight by requiring voter approval for certain park improvements and changes in use.

Applicable laws protecting vernal pool species and their habitat include the California Endangered Species Act (CESA) and the Federal Endangered Species Act (ESA) provide for the conservation of threatened and endangered species and their ecosystems. These Acts prohibit the take of threatened and endangered species except under certain circumstances and only with authorizations from the California Department of Fish and Wildlife (CDFW) and/or the U.S. Fish and Wildlife Service (USFWS). Under CESA and ESA, take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.

Together, these regulations provide the foundation for responsible stewardship of Fairview Park. They ensure that the Master Plan Update supports the City's commitment to preserving sensitive resources while balancing community access, environmental restoration, and long-term park sustainability.

### National Historic Preservation Act

The National Historic Preservation Act (NHPA) is the primary federal law governing the preservation of cultural and historic resources in the United States. The law establishes a national preservation program and a system of procedural protections which encourage the identification and protection of cultural and historic resources of national, state, tribal and local significance. A primary component of the act requires that federal agencies take into consideration actions that could adversely affect historic properties listed or eligible for listing on the National Register of Historic Places, known as the Section 106 Review Process.

### National Register of Historic Places

The National Register of Historic Places is the nation's official list of buildings, structures, objects, sites, and districts worthy of preservation because of their significance in American history, architecture, archeology, engineering, and culture. The National Register recognizes resources of local, state and national significance which have been documented and evaluated according to uniform standards and criteria.

### National Environmental Policy Act

NEPA directs federal agencies to use all practicable means to "Preserve important historic, cultural, and natural aspects of our national heritage...". If the presence of a significant environmental resource is identified during the scoping process, federal agencies and their agents must take the resource into consideration when evaluating project effects. Consideration of paleontological resources may be required under NEPA when a project is proposed for development on federal land, or land under federal jurisdiction. The level of consideration depends upon the federal agency involved.

### Antiquities Act

The Antiquities Act states, in part: That any person who shall appropriate, excavate, injure or destroy any historic or prehistoric ruin or monument, or any object of antiquity, situated on lands owned or controlled by the Government of the United States, without the permission of the Secretary of the Department of the Government having jurisdiction over the lands on which said antiquities are situated, shall upon conviction, be fined in a sum of not more than five hundred dollars or be imprisoned for a period of not more than ninety days, or shall suffer both fine and imprisonment, in the discretion of the court.

Although there is no specific mention of natural or paleontological resources in the Act itself, or in the Act's uniform rules and regulations [Title 43 Part 3, Code of Federal Regulations (CFR)], "objects of antiquity" has been interpreted to include fossils by the National Park Service, the Bureau of Land Management, the Forest Service, and other Federal agencies.



### California Environmental Quality Act

CEQA states that: It is the policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required are intended to assist public agencies in systematically identifying both the significant effects of proposed project and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.

CEQA declares that it is state policy to: "take all action necessary to provide the people of this state with...historic environmental qualities." It further states that public or private projects financed or approved by the state are subject to environmental review by the state. All such projects, unless entitled to an exemption, may proceed only after this requirement has been satisfied. CEQA requires detailed studies that analyze the environmental effects of a proposed project. In the event that a project is determined to have a potential significant environmental effect, the act requires that alternative plans and mitigation measures be considered.

### Tribal Cultural Resources

As of 2015, CEQA established that "[a] project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment" (Public Resources Code, § 21084.2). PUBLIC RESOURCES CODE Section 5097.5: No person shall knowingly and willfully excavate upon, or remove, destroy, injure or deface any historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site, including fossilized footprints,

inscriptions made by human agency, or any other archaeological, paleontological or historical feature, situated on public lands (lands under state, county, city, district or public authority jurisdiction, or the jurisdiction of a public corporation), except with the express permission of the public agency having jurisdiction over such lands. Violation of this section is a misdemeanor. As used in this section, "public lands" means lands owned by, or under the jurisdiction of, the state, or any city, county, district, authority, or public corporation, or any agency thereof.

### California Register of Historical Resources

The California Register of Historical Resources (CRHR) is a listing of all properties considered to be significant historical resources in the state. The California Register includes all properties listed or determined eligible for listing on the National Register, including properties evaluated under Section 106, and State Historical Landmarks No. 770 and above. Per the California Register statute, historical resources listed, or determined eligible for listing on the California Register by the State Historical Resources Commission, must be given consideration under CEQA. Resources that meet the California Register criteria must also be given consideration under CEQA. Other resources, such as resources listed on local registers of historic resources or in local surveys, may be listed if they are determined by the State Historic Resources Commission to be significant in accordance with criteria and procedures to be adopted by the Commission and are nominated; their listing in the California Register is not automatic.

Photo by City of Costa Mesa.





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### Measure AA

In 2016, Measure AA passed with over 70% of the vote, amending the Costa Mesa Municipal Code to subject certain changes in use at Fairview Park to voter approval. Changes including 1) construction of playgrounds, athletic fields, platforms/retaining walls for vista overlook, stairways to provide access to bluffs, new restrooms, parking lots, museum/multipurpose building, boardwalk and pedestrian bridges; 2) extended park hours for community events; 3) installation of parking lot lighting; or 4) other permanent structures are subject to voter approval.

### California Endangered Species Act (CESA)

CESA prohibits the unauthorized take of any species listed as endangered or threatened under the Act. Burrowing Owl (*Athene cunicularia*) and Crotch's Bumble Bee (*Bombas crotchii*) are candidate species for listing under CESA and receive the same legal protections as listed species. California Orcutt Grass (*Orcuttia californica*) and San Diego Button-Celery (*Eryngium aristulatum* var. *parishii*) are listed as endangered and occur in the vernal pools. Any activity that may lead to take could potentially violate CESA. The City would need an Incidental Take Permit (ITP) or other authorization from CDFW to legally conduct such an action, but otherwise, such take is illegal under state law.

To obtain an ITP, the City would need to demonstrate that the take is "incidental" to an otherwise lawful activity, that any impacts from the take will be minimized and fully mitigated, and that adequate funding exists to implement minimization and

mitigation measures. No ITP will be issued if CDFW determines that a project would "jeopardize the continued existence" of the listed species covered by the permit.

Citation: Cal. Fish & Game Code § 2050 et seq.

### California Protections for Birds

The California Fish and Game Code (FGC) states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto.

The FGC contains several sections outlining protections for birds, their eggs and nests. FGC section 3503 covers unlawful take, possession or needless destruction of nests or eggs of any bird. FGC section 3503.5 covers unlawful take, possession or destruction of birds of prey or their nests or eggs. FGC Section 3513 covers unlawful take of any migratory nongame bird.

Citation: Cal. Fish & Game Code § 3503 and § 3513

### California Fully Protected Species

FGC Fully Protected species include White-tailed kite (*Elanus leucurus*), a raptor that forages in the vernal pool watershed and other areas of Fairview Park. Fully protected species cannot be taken or possessed without special authorization.

Citation: Cal. Fish & Game Code § 3511



Biodiversity Hotspot Map

#### Lake and Streambed Alteration (LSA)

Notification to CDFW requires notification and an agreement for activities that substantially divert or obstruct the natural flow, or change or use material from the bed, channel, or bank of any river, stream, or lake, including ephemeral bodies of water such as vernal pools and their flood plains.

Vernal pools are unique aquatic habitats that support sensitive species and are protected by CDFW regulations, which mandate an LSA Agreement if an activity could alter their flow, bed, banks, or channel, or adversely affect fish and wildlife resources.

Citation: Cal. Fish & Game Code § 1602

#### Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act is the primary California law for regulating water quality, establishing a comprehensive program to protect all state waters and their beneficial uses, including surface waters, wetlands, and groundwater, from both point and nonpoint pollution sources. Wetland protections include isolated and ephemeral waters, such as vernal pools and their watersheds. It grants the State Water Resources Control Board and nine Regional Water Quality Control Boards the authority to set water quality objectives, issue permits, and enforce regulations, including through various orders, civil liabilities, and court actions.

The Water Boards have the authority to issue permits, such as Waste Discharge Requirements (WDRs), and to enforce compliance through Cleanup and Abatement Orders, Cease

and Desist Orders, Administrative Civil Liabilities, and Criminal Prosecutions.

Citation: California Water Code § 13000 et seq.

#### Migratory Bird Treaty Act (MBTA)

The MBTA implements four international conservation treaties that the U.S. entered with Canada in 1916, Mexico in 1936, Japan in 1972, and Russia in 1976. It is intended to ensure the sustainability of populations of all protected migratory bird species. The law has been amended with the signing of each treaty, as well as when any of the treaties were amended, such as with Mexico in 1976 and Canada in 1995.

The MBTA prohibits the unauthorized take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by USFWS.

Citation: Migratory Bird Treaty Act of 1918 (16 U.S.C. 703-712)

#### Federal Endangered Species Act (ESA)

The ESA prohibits the take of any species listed as endangered or threatened under the Act. Take includes harassing, harming, pursuing, hunting, shooting, wounding, killing, trapping, capturing, or collecting any endangered species. In this case, California Orcutt Grass, and San Diego Button-Celery, Riverside Fairy Shrimp (*Streptocephalus woottoni*), and San Diego Fairy Shrimp (*Branchinecta sandiegonensis*) are federally-listed endangered species, and any activity that may lead to take could

potentially violate Section 9 of the ESA. Violation of this section may result in civil or criminal penalties.

The City would need an Incidental Take Permit (ITP) under Section 10(a)(1)(B) of the ESA from USFWS, which requires developing an approved Habitat Conservation Plan (HCP). The HCP details how you will avoid, minimize, and mitigate the impacts of the activity on listed species and must demonstrate funding for these measures.

Citation: 16 U.S.C. § 1531-1544

California State Wetlands and Riparian Area Protection Policy could be mentioned here, if not addressed in other regs.

[https://www.waterboards.ca.gov/water\\_issues/programs/cwa401/wrapp.html](https://www.waterboards.ca.gov/water_issues/programs/cwa401/wrapp.html)

#### California State Wetlands and Riparian Area Protection Policy

In California, wetlands and riparian areas are protected by the State Water Resources Control Board's (SWRCB) Wetland Riparian Area Protection Policy. In 2019 the State Water Board adopted the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Procedures), and the Procedures became effective May 28, 2020. The Procedures consist of four major elements: 1) a wetland definition; 2) a framework for determining if a wetland is a water of the state; 3) wetland delineation procedures; and 4) procedures for the submittal, review, and approval of applications for dredge or fill activities.



## General Plan

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The Costa Mesa 2015-2035 General Plan sets forth the vision, goals, objectives, and policies for the City through 2035. Over the long term, general plan implementation will ensure that development decisions and improvements to public and private infrastructure are consistent with this plan. Included in the General Plan and relevant to Fairview Park is the Conservation Element, Recreation and Open Space Element, and the Historical and Cultural Resources Element.

The **Conservation Element** describes Fairview Park and its importance as an open space, linking to Talbert Regional park and the Santa Ana River system of trails and parks. Additionally, the Conservation Element identifies the ecological importance of riparian habitat restoration through the creation of wetlands within the north section of Fairview Park and the unique significance of the vernal pools. The document includes an inventory of biological resources found in Costa Mesa natural areas, many of which are

found in Fairview Park. Included in the Goals, Objectives and Policies is, "Policy CON-1.A.4: Promote and protect native plant species within Fairview Park, and remove and control the spread of invasive species, including plants, animals, and fungi."

The **Open Space and Recreation Element** classifies Fairview Park as a Community Park, encompassing approximately 210 acres. The Open Space and Recreation Element describes the site in the following excerpt: "This passive open space park consists of bluffs, vernal pools, trails, native plant communities, and wildlife. Park visitors can also enjoy special events that occur at the park, as well as take a train ride on the Goat Hill Junction Model Railroad." Future classification of Fairview Park as an ecological preserve, rather than a community park, should be considered in future updates to this Element. As 195 acres of Fairview Park are dedicated to natural open space and wildlife habitat, it is among the largest urban parks in Orange County. The habitat diversity,

unique vernal pools, and wildlife connectivity to the Santa Ana River system make this a significant regional natural resource to be recognized as such.

The **Historic and Cultural Resources Element**, generally describes the recorded and potential prehistorical archaeological and sites located within City limits and the paleontological resources located within City limits. Included in the Goals, Objectives and Policies is, "Policy HCR-1.DA.4: Require, as part of the environmental review procedure, an evaluation of the significance of paleontological, archaeological, and historical resources and the impact of proposed development on those resources." And, "Policy HCR-1.6: Encourage development of an interpretive center for paleontological, archaeological, and historical resources at Fairview Park. The center may contain resources found in the park area as well as resources found throughout the City."

Photo by City of Costa Mesa.





# Open Space Master Plan

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The City's Open Space Master Plan serves as a guide for the development and management of the City's park facilities. The original Open Space Master Plan was adopted by City Council in 1969 as a part of the Long Range Comprehensive Plan. It has been updated multiple times, including 1996 and again in 2003 and is currently in the process of being updated.

The Parks, Recreation, and Open Space Master Plan was adopted by the City Council in 1994 and 2002. The Plan established long-term goals for the City's open space and recreation needs and established priorities and implementation measures. The goals of this plan have been included as part of the Fairview Park Master Plan.

The Parks, Recreation and Open Space Master Plan calls for the Fairview Park plan to recognize the important adjoining uses, links to existing bike and walking trails, and stresses the need to preserve the important natural and cultural features.

Also proposed by the Open Space Master Plan was the potential for additional active ball fields in the area of Estancia High School. Alternative design schemes have considered this option. Ball fields have not been included in the Fairview Park Master Plan due to recent acquisition of land for this purpose, and citizen requests for a passive park at Fairview.



Photo by MIG Inc.



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## Local Coastal Program Utilities & Easements

### Local Coastal Program

The Coastal Zone and Commissions were created in 1972 in order to protect the State's coastal resources. The Zone extends 1,000 yards inland from the mean high tide line. The California Coastal Act of 1976 modified the boundary eliminating the 1,000 yard boundary, but retaining portions of the Santa Ana River lowlands and most of Canyon Park. Fairview Park is not included in the Coastal Zone.

The 1976 Act mandated the preparation and adoption of a Local Coastal Program (LCP) by local governments for their areas of jurisdiction within the Coastal Zone.

The City of Costa Mesa has coordinated its efforts with the County of Orange. The County of Orange produced a coordinated plan in 1990 for a linked "stair step of parks" progressing from the coast up the Santa Ana River to Fairview Park. This Santa Ana River Mouth Open Space Study encompasses salt marsh restoration, wetlands, woodlands, and grassland for the open space along the southern side of the river. The elements of this plan involve the City of Newport Beach, the City of Costa Mesa (at Canyon Park and Fairview Park), the County of Orange and the Corps of Engineers. Restoration of the County's Talbert Nature preserve was an important link in this park system. Fairview Park is a significant piece of the plan due to unique ecological resources, its size and adjacency to Talbert Nature Preserve and the Santa Ana River. The completion of Fairview Park as anticipated by this master plan is consistent with the intent of the Santa Ana River Mouth Open Space Study.

### Utilities & Easements

Public utility easements are limited to the north and south boundaries of the park. Domestic and reclaimed water lines lie along the extreme north property line. These lines are a barrier to creating a simple ramped connection from the park to Canyon Drive. A regional gas main crosses in the east-west direction at the southern property line in the area of Parsons School. The gas main continues down the bluff into Talbert Nature Preserve and constitutes no obstruction to park planning.

A potable water line is in place for service to the park extending from Canyon Drive to Placentia Avenue. New potable water services are possible from mains located in Placentia Avenue.

Sewer mains exist off the site in Pacific Avenue and Canyon Drive. A study by the City Engineer determined that these lines are the only potential gravity flow source of sewer service to the park site. A preliminary plan indicates the potential to extend a gravity flow main from Pacific, across the western site, extending across Placentia to serve the train station site. This long gravity sewer appears to be more cost effective than a forced sewer main to the Estancia High School area. Electrical service is available along Placentia Avenue.



Photo by City of Costa Mesa.

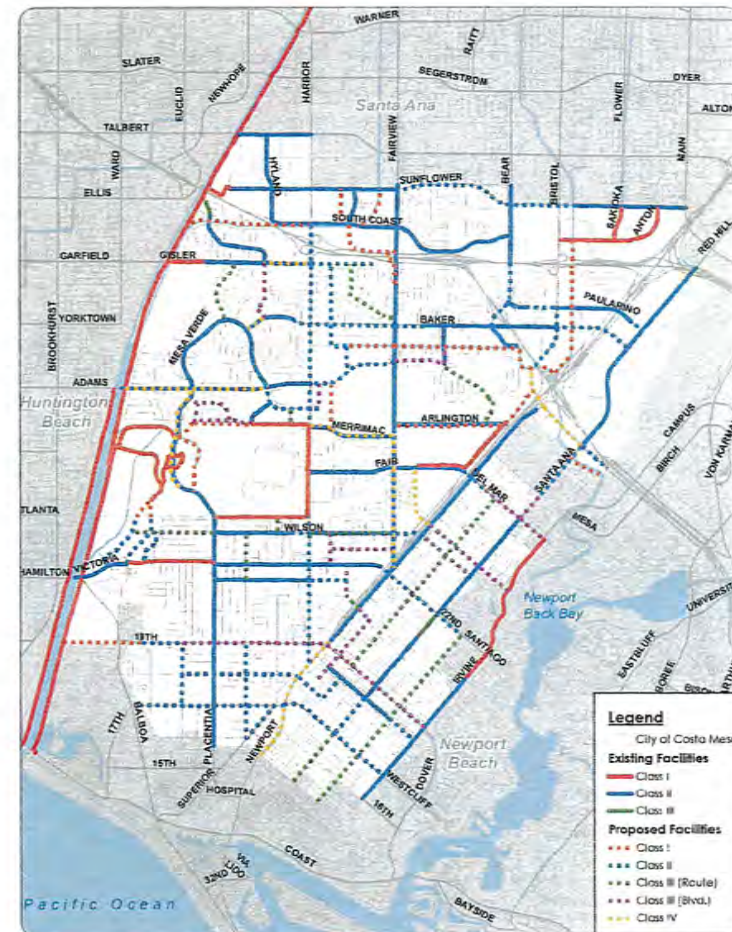


## Transportation Plans

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Fairview Park is served by only one arterial street, Placentia Avenue, which bisects the park. A park entrance from Placentia Avenue exists to the western section of the park. This intersection serving the western park entry is currently controlled by a traffic signal. The eastern section of the park (the train parking area) is entered by a signal-controlled intersection at the southern tip of the site at the entrance to Estancia High School. Both signal-controlled intersections are to be retained for access to Fairview Park.

Several local and regional bicycle routes are connected to Fairview Park including local routes to school and connection to the Santa Ana River Trail. Fairview Park provides Class I off-street bicycle paths within the park and Class II buffered bicycle lanes are located along Placentia Ave. The Costa Mesa Bicycle Master Plan DRAFT, prepared in 2017, outlines the vision, strategies, and actions that will be implemented to improve the cycling experience in Costa Mesa. This Master Plan focuses on the completion of the bicycle network by identifying existing and absent connectivity and providing recommendations for potential improvements to the system and programs.



Proposed Bicycle Facilities Map



# 03 Existing Site Conditions

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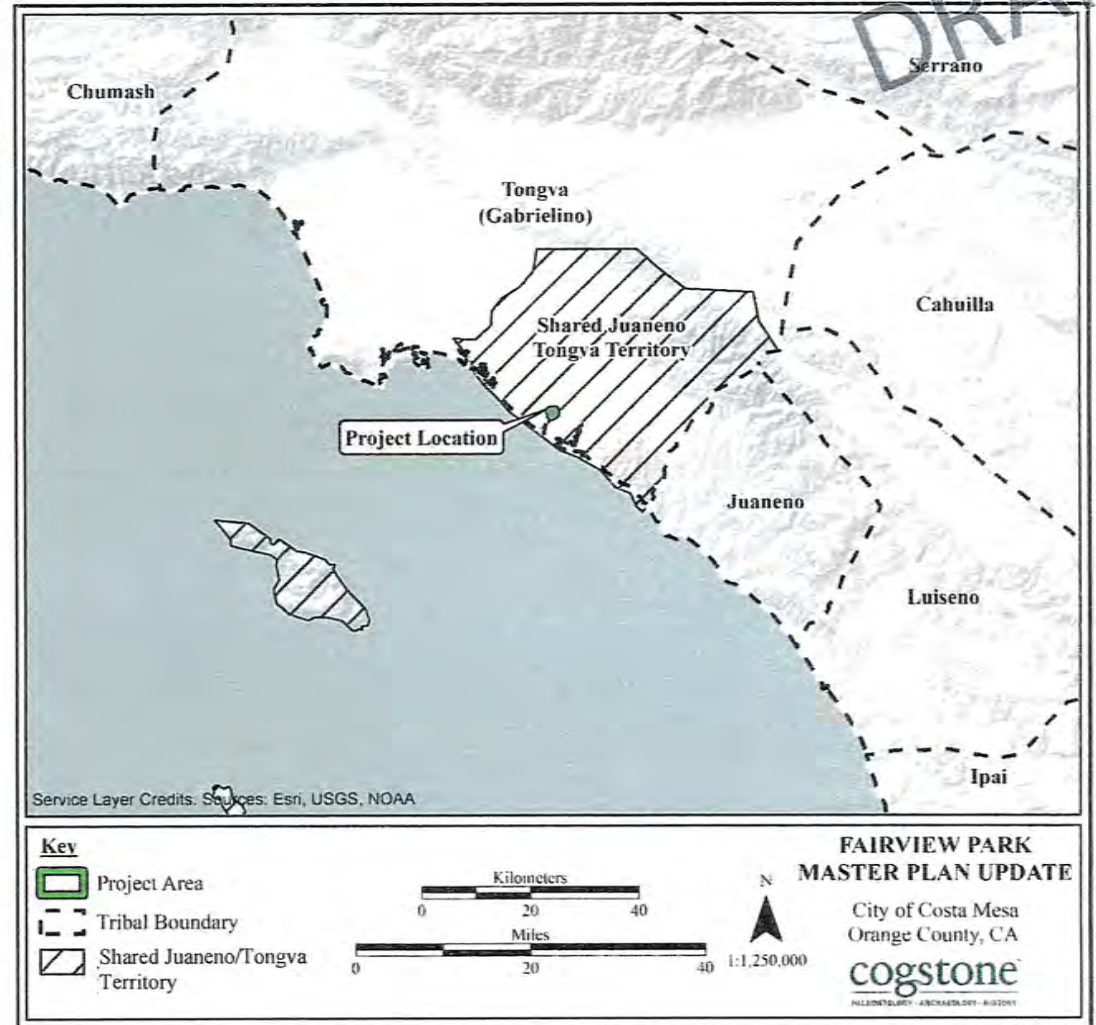


# Site History

## Prehistoric Cultural Setting

For thousands of years, indigenous peoples inhabited coastal Southern California, establishing a complex network of groups and villages. Their settlements were strategically situated near freshwater sources and ecosystems that provided essential resources, such as food and fuel (Anderson 2007). By the time Spanish explorers arrived, the region was already home to a well-established and thriving indigenous society. This historical context underscores the importance of considering long-standing human relationships with the natural environment when planning management and conservation of Fairview Park.

Prior to the Spanish Mission Colonization Period, which began in 1769 (Mooney and Zavaleta 2016), the Greater Los Angeles Basin, which extends to the San Joaquin Hills east of Fairview Park, exhibited a rich tapestry of diverse ecosystem types. These included coastal dunes and estuaries, fast-flowing and highly seasonal rivers, expansive flower fields, and southern California walnut (*Juglans californica*) and oak (*Quercus* spp.) woodlands (Ethington et al. 2020, Longcore and Ethington 2023). The varied landscape was shaped by the array of abiotic and biotic conditions characteristic of coastal southern California (Stein et al. 2007). Referring to the pre-colonial setting as the "Indigenous Landscape," Longcore and Ethington (2023) emphasized the role of humans in manipulating the region's natural communities during the long period that predated large-scale introduction of non-native plants and animals from Europe and elsewhere. This historical context serves as a reminder of the region's ecological diversity and the importance of human-environment interactions in shaping the landscape of Fairview Park and its surroundings.



Tribal territories map

Facing page photo by MIG Inc.



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### Spanish Period

Fairview Park was part of the 63,414-acre Rancho Santiago de Santa Ana, granted to José Antonio Yorba and his nephew Pablo Peralta in 1810 by California Governor José Joaquín de Arrillago. Yorba built an adobe residence at what is now First and Sullivan Streets in Santa Ana. The site of the native Rancheria of Genga (Gena in Gabrielino) gave way to Spanish occupation. By 1780, records of Mission San Juan Capistrano indicate use of the site area by Mission cattle herds. The Yorba family re-established their own herds on the site by 1835. The Eduardo Polloreno adobe was situated on the northeast corner of the park in the area of Canary Drive. Only the foundations remain of this, the youngest of three adobe buildings in the immediate area, the others being the Estancia, or Diego Sepulveda Adobe, and the Rice Adobe. The Diego Sepulveda Adobe remains today and is located at Estancia Park.

### City of Costa Mesa History

From 1810 to 1868, the majority of what would later become the City of Costa Mesa fell within the boundaries of the Spanish land grant Rancho Santiago de Santa Ana. After the Mexican War of Independence, the land fell under Mexican governance and was retained by Yorba. Through California's Spanish and Mexican periods, the land was primarily used for the rearing of cattle. Following the annexation of California by the United States in 1848, the Rancho heirs began the process of breaking up the land into smaller portions and property was continuously sold and subdivided which made the area ideal for the California land boom of the 1880s. The three communities of Fairview, Polloreno,

and Harper arose from this period and united to form Costa Mesa (Miller 1970).

With the expansion of railroads to the American west coast, affordable transportation and cheap land opportunities drove a flood of new settlers into California. As a response, various land syndicates formed which contracted survey teams to outline new land tracts. The Fairview Development Company (FDC) was one such entity which filed their plans for the Fairview Tract with the City of Santa Ana in 1887. FDC sales soared resulting in the rapid growth of the area near the corner of Adams and Placentia, restored by the City of Costa Mesa.

The land changed hands several times and was used for agricultural purposes, escaping development perhaps due to the topography of the eastern portions and the wet conditions of the western area. In 1926 the first documented archaeological remains were discovered during plowing operations. Important discoveries continued to be found and studied, and by 1935 State Emergency Relief crews began formal archaeological excavations. Federal Works Progress Administration crews were active in 1936 and 1937. In the 1970's the County of Orange and the City of Costa Mesa purchased the land of Fairview Park for park and recreation purposes.

A joint use plan was studied in the 1980's, which planned several active uses, which were met with strong objections by the residents of Costa Mesa. The City purchased 210 acres of the 300-acre site in 1985 in order to insure a lower level of development. The land purchased by the City site is now the subject of this Master Plan. The remaining 90-acre County of Orange site has been restored as the Talbert Regional Park.

### Project Area History

The earliest known U.S. Geological Survey (USGS) topographic map of the area shows no development in 1896 within the area which would become Fairview Park (Santa Ana, 1:62,500, 1896). By 1932, multiple unimproved roads are visible within the Project Area along with several large retaining ponds (Newport Beach, 1:31,680, 1932). By 1935, three buildings are visible within the northern half of the Project Area (Newport Beach, 1:32,680, 1935). By 1949, only one building remains near the center of the Project Area and a long intermittent stream cuts through the north/south on its western boundary (Newport Beach, 1:24,000, 1949). A 1953 USDA aerial photograph of the Project area depicts a single building with small ancillary buildings near the middle of the Project Area and a narrow water channel (NETROnline 1953). By 1963, the building in the middle of the Project Area is no longer extant (NETROnline 1963). A large concrete channel (currently extant) traverses along the east and northern boundary of the Project Area. By 1972, what is now Placentia Avenue is present, cutting through the eastern section of the Project Area (NETROnline 1972). Between 1987 and ca. 2000, a network of unimproved roads is established through the Project Area (NETROnline 1987 and 2000). Between 1987 and 1992, the facility near 2480 Placentia Avenue at the southeast area of the Project Area is extant (NETROnline 1987 and 1992).

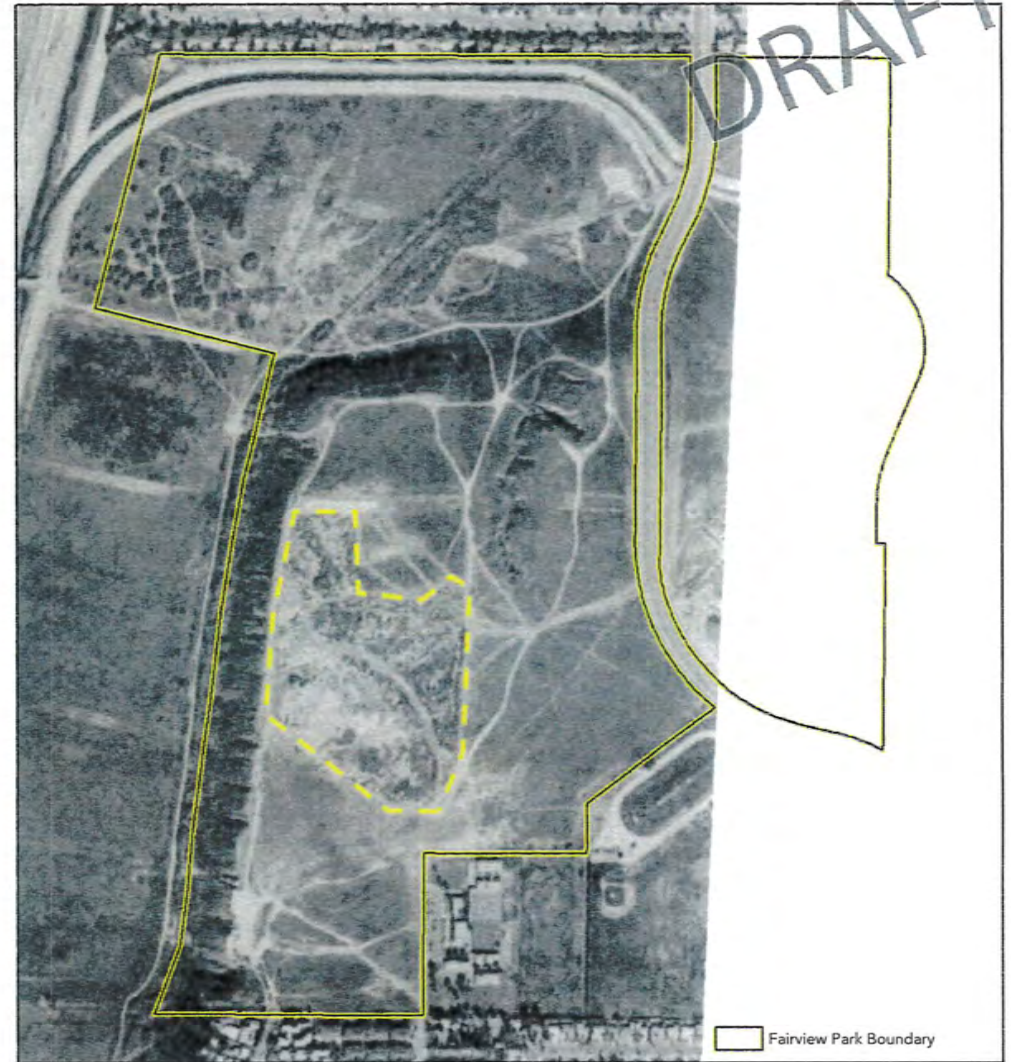
1970



1980



[http:// www.ocgis.com/ocpw/historicalimagery/](http://www.ocgis.com/ocpw/historicalimagery/)





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## Geology & Soils

The broad, valley portion of the study area is called the Tustin Plain. The Tustin Plain is bounded by the Santa Ana Mountains to the east, the Puente and Coyote Hills to the north, the Pacific Ocean to the west, and the San Joaquin Hills to the south. Orange County is in the northern extent of the California Geomorphic Province known as the Peninsular Ranges. This geomorphic province is located in the southwestern corner of California and is bounded by the Transverse Ranges Geomorphic Province to the north and the Colorado Desert Geomorphic Province to the east. It extends from Mount San Jacinto in the north, through the tip of Baja California, Mexico in the south. The Peninsular Ranges Geomorphic Province is characterized by elongated northwest-trending mountain ranges separated by sediment-filled valleys. Faults branching off from the San Andreas Fault to the east create the local mountains and hills. The northwestwards motion of the Pacific Plate relative to the North American Plate has created these ranges and their corresponding valleys (Wagner 2002).

Topographically, the site is differentiated by a bluff 60 to 70 feet high creating an upper mesa and a lower flood plain. The Newport Mesa is comprised of deposits of clays, silty clays, silts, sands, and fine to coarse gravels of the Upper Pleistocene Lakewood formation. These deposits are of continental to very shallow marine origin. The Lakewood formation is underlain by the slightly upturned and truncated Lower Pleistocene San Pedro formation. The Lakewood formation is approximately 70 to 100 feet thick in the area of Fairview Park.

The mesa portion of the park site is underlain by a layer of heavy clay, which provides the hardpan responsible for the creation of the vernal pools on the southern third of the mesa. The lower portions of the site generally consist of 8 feet of sand and silty sand fill. Care must be taken in the design of structures or bridges due to the potential for overlaying alternating beds of soft to medium-stiff silt/clay and loose to dense sand and silty sand. Ground water has been found at depths of 10- and 11-feet.



Photo by City of Costa Mesa.

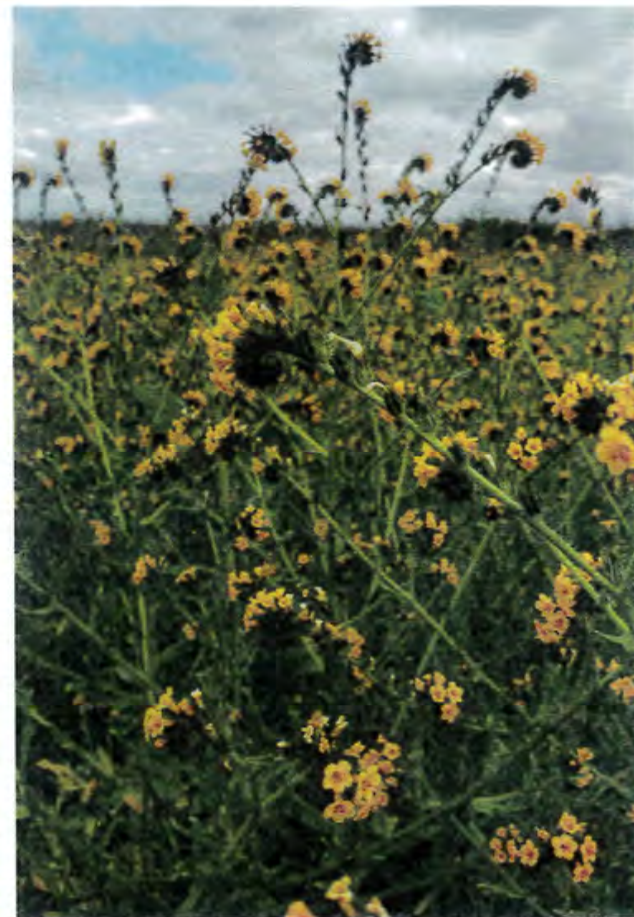
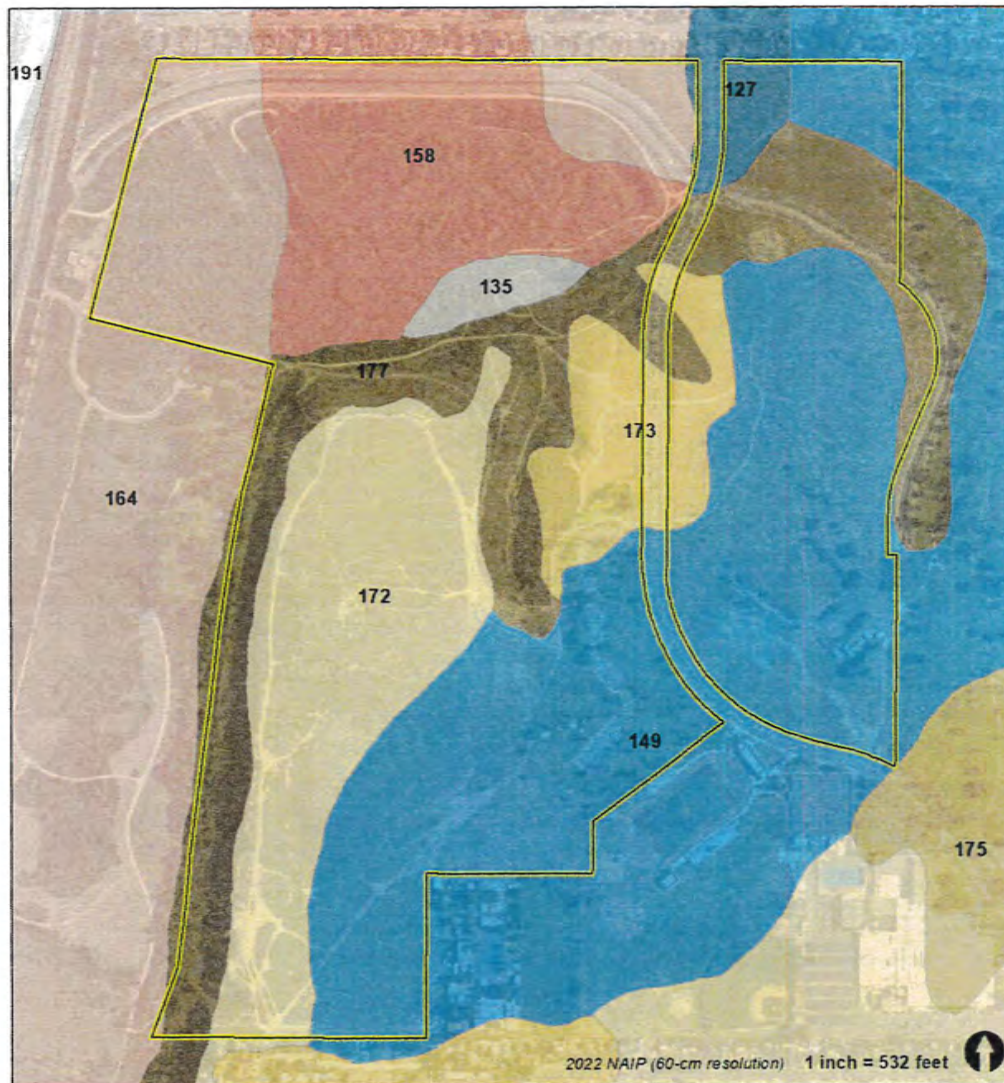


Photo by City of Costa Mesa.



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Soils Map of Fairview Park.

**Map Unit Code | Soil Series Name**

- 127 | Bosanko clay, 15 to 30 percent slopes
- 135 | Capistrano sandy loam, 2 to 9 percent slopes
- 149 | Copley clay, 2 to 9 percent slopes
- 158 | Hueneme fine sandy loam, drained
- 164 | Metz loamy sand, moderately fine substratum
- 172 | Myford sandy loam, 0 to 2 percent slopes
- 173 | Myford sandy loam, 2 to 9 percent slopes
- 175 | Myford sandy loam, 9 to 15 percent slopes
- 177 | Myford sandy loam, 9 to 30 percent slopes, eroded
- 191 | Riverwash
- Fairview Park Boundary



## Site Drainage & Hydrology

Fairview Park is predominantly vegetated with little impervious surfaces making it an important natural ecosystem for supporting water filtration, and flood management functions for the City. The deep, well-drained, carbon rich soils of the Fairview Park floodplain terrace can store a great deal of water, and the natural depressions of the vernal pools slow and store rainfall, helping reduce peak flows. Rainfall not absorbed into the soil eventually flows into the Santa Ana River and Newport Bay.

Fairview Park is located on a bluff and is not impacted by sea level rise or storm surges. The flat bluff and natural depressions characteristic of much of Costa Mesa's developed watershed tend to facilitate ponding and large storm events can overwhelm the exiting storm drain system and potentially cause pluvial flooding. The Canyon storm drain, which begins at the southern edge of Fairview Park near Pacific Avenue is identified in the 2024 Existing Conditions Assessment Report (ECAR) Storm Drain System Master Plan Update as an area prone to chronic ponding. The Canyon storm drain discharges near Canyon Drive in Canyon Park.

Fairview Park lies within the West watershed subarea studied in the ECAR. At the northwestern and northeastern portions of the park, Fairview Channel conducts flows from the northern portion of the West watershed to the Greenville Banning Channel, which drains to the Santa Ana River. The major portion of rainfall runoff from the site is collected in the Placentia Drain, a ditch created during past agricultural uses of the site. This drain cuts diagonally across the sandy soils of the northwest lowlands and runs south along the lower face of the bluffs to enter Talbert Regional Park. The drain is filled in places and currently has no clear flow line through its full length.

Erosion of the bluffs is attributed to the poor condition of the vegetation, pedestrian and wheeled traffic. Two areas, one at the north and at the south end of the bluffs, are generating small canyons as erosion removes the bluff soil.

Vernal Pool watersheds occur both on the west and east sides of Fairview Park. A large portion of the mesa, with a drainage connecting to the southern border of the site is included in the vernal pool watershed. This area contains large vernal pools features that support several rare and endangered plant and animal species. The vernal pool and a description of the depressional features can be found in Appendix B.

At the southern site border near Canyon Drive, rainwater collects on park property and extends into the adjoining residential property during heavy rain. This border flooding condition is south of the sensitive vernal pool watershed area. The City has reviewed potentially adding a new storm drain along the southern boundary of the park to divert flows west down the bluff into Talbert Regional Park. This potential solution needs further study.

*Photo by City of Costa Mesa.*



# Cultural, Tribal Cultural, Paleontological & Archaeological Resources

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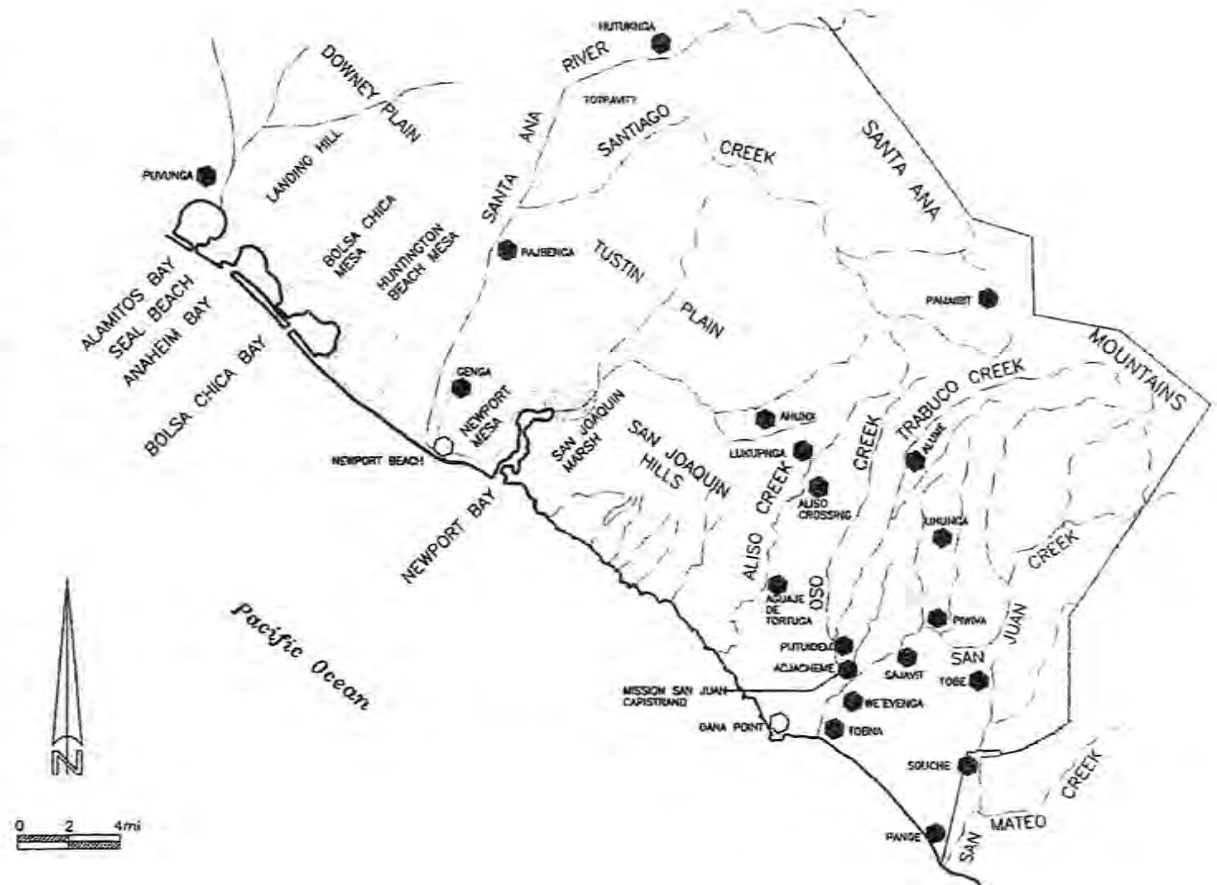
## Cultural and Tribal Cultural Resources

Based on the South Central Coastal Information Center records search conducted for this master plan update, especially the documented history of CA-ORA-000058, the positive Sacred Lands File (SLF) search, and informal conversations with local tribes, Fairview Park has an extremely high sensitivity for buried Native American origin cultural resources. The available data also indicate a low to moderate, patchy sensitivity for European-origin cultural resources.

The Project Area is within the traditional use area of both Gabrielino Tongva and Juaneño Acjachemen groups. A review of the site records for resources within Fairview Park indicates that the Park area should be considered a single unified Native American cultural landscape rather than as a place with four separate archaeological sites. Additional description of the Gabrielino Tongva and Juaneño Acjachemen in the region of Fairview Park can be found in Appendix D: Cultural, Tribal Cultural, and Paleontological Resources Assessment for the Fairview Park Master Plan.

The Project Area was not home to any known major villages. The closest known named Gabrielino villages are Lukupa and Kengaa which are 2.3 miles northwest and 3.7 miles southeast of the Project Area, respectively. However, Acjachemen villages, and smaller Gabrielino villages and seasonal camps may have been present closer to the Project Area.

The bluffs of Fairview Park in the prehistoric setting looked out over river bottomlands cut by meandering streams of salt water at high tide and fresh water when the tide was low. The environment



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supported thousands of birds and an abundance of shellfish; and supported a village settlement whose remains indicate a very high level of social complexity. There were two periods of site occupancy by different cultural groups: at least 1500 BC, - AD 500 and AD 500 - the late 19th century.

The Fairview Park site contains two listed archaeological sites, arguably portions of the same general site, which have been investigated and documented. CA-ORA-58 occupies the northwestern bluff top of the site to the west of Placentia Avenue. CA-ORA-506 lies to the east of ORA-58 and is east of Placentia Avenue in the general area of the model railroad extending north to the Canary Drive area. Of the two sites CA-ORA-58, the bluff-top site, has been the subject of greater attention through archaeological study and preservation methods.

The City of Costa Mesa engaged The Keith Companies in 1993 to investigate the park site and to recommend protection and preservation methods. Their Report on Investigations to Delineate Site Boundaries and Further Characterize Cultural Remains at CA-ORA-58, Costa Mesa, California is a very comprehensive document which relates the history of archaeological study in the site, the significant artifacts which have been recovered and the boundaries of the site. The report recommended capping the CA-ORA 58 site with a layer of fill soil prior to the development of an active use park.

This Master Plan calls for the CA-ORA 58 site to be restored to its original natural plant communities and to be preserved as high-quality habitat in a combination of native grasslands and coastal sage scrub. The site would be accessible by trails, but general access to the archaeological deposit and the potential for artifact

hunting is to be discouraged. The change of planned use of the site from possible active park to passive activities led the Consultants back to the author of the Keith Companies report, Dr. Henry C. Koerper, Ph.D., to update the protection / preservation recommendations. His report is presented in Appendix B.

A total of four cultural resources have been previously recorded within the park. These consist of two prehistoric archaeological sites (one NRHP listed and one unevaluated), one multicomponent archaeological site, and one historical archaeological site. This project is located in an extremely sensitive tribal cultural area. Surveys have been completed to assess damage to the resources caused by runoff, unauthorized "social" walking trails, vegetation clearing, etc. Disturbances identified were in the form of social trails that de-vegetated the ground surface and resulted in erosion due to water movement and pedestrian and bicycle-based travel. Disturbances averaged approximately two feet wide and five to eight inches in depth.

Most cultural resources, including burials, have been found within the areas currently recorded as P-30-000058, P-30-000506. As such, these areas are considered most sensitive within a highly sensitive landscape. Efforts to stabilize the sediments in these areas are most important. Stabilization methods include re-vegetation and keeping visitors from further eroding the site. Methods include barriers signing, physical barriers restricting social trails, and constructing raised walkways.

As the entire site has extremely high sensitivity for buried Native American origin cultural resources, additional signage and physical barriers to prevent the use of existing, and creation of new, social trails is recommended throughout the park. Additionally, re-

vegetation of existing social trail areas, in coordination with plant biologists, with no till options is also recommended.

Mitigation Measures include the following:

- The City staff shall ensure that qualified cultural resources and Native American monitors are present for all ground disturbing activities, and all vegetation clearance that is beyond normal maintenance that occurs within Fairview Park.
- The City shall ensure that an Archaeological Treatment Plan including a presence/absence testing program and a contingent data recovery program is prepared by a qualified archaeologist in consultation with Tribes prior to ground disturbing activities that extends below the historic ploughzone.
- Native American-origin cultural materials encountered during ground disturbing activities, including vegetation clearing activities, shall be stored on site at Fairview Park pending reburial on site at a location not to be disclosed to the public.

Disposition of tribal cultural resources will be in accordance with applicable law and in consultation with the consulting tribes.

#### Paleontological Resources

Orange County has a complicated paleoenvironmental history which began at the age of dinosaurs about 250 million years ago. The past 250 million years has seen the region transition from marine in the Triassic through the Cretaceous, to coastal lowlands during the Paleocene to Oligocene, to shallow marine during the early Miocene, to deep marine during the early to early-late



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Fossils from the vicinity of the Project from unnamed Quaternary deposits.

Common Name	Taxon	Depth below original surface	Age	Locality	Location	Reference
ground sloth	† <i>Megalonyx</i> sp.	unknown	Pleistocene	LACM 186	Along MacArthur Blvd. N of intersection with Jamboree Road, Irvine	Bell 2020
ground sloth	† <i>Paramylodon</i> sp.	unknown	late Pleistocene, Rancholabrean	LACM 1068	East of MacArthur Boulevard and north of what is now Bison Avenue, Irvine	McLeod 2018
California tapir	† <i>Tapirus californicus</i>					
horse	† <i>Equus</i> sp.					
yesterday's camel	† <i>Camelops</i> sp.					
deer	<i>Odocoileus</i> sp.					
bison	† <i>Bison</i> sp.					
rabbit	<i>Sylvilagus</i> sp.					
mammal	Mammalia	unknown	Quaternary	LACM 1069	South side of University Drive east of MacArthur Boulevard, Irvine	McLeod 2018
ground sloth	Edentata	unknown	Pleistocene	LACM 1089	General McArthur Blvd Bridge, Newport Beach	Jefferson 1991b
111 taxa of mammals, sharks, rays, fish, amphibians, reptiles, or birds, including fossils belonging to 17 extinct taxa	multiple	unknown	Pleistocene	15 localities with LACM	older Quaternary sediments on the eastside of Newport Bay	McLeod 2013
mammoth	† <i>Mammuthus</i> sp.	~15 feet	Pleistocene	LACM 1339	Adams Ave east of the Santa Ana River, Costa Mesa	McLeod 2011, 2017, 2018
camel	Camelidae					
proboscidean	Proboscidea	unknown	Pleistocene	LACM 3267	near 19th Street and Anaheim Ave., Costa Mesa	McLeod 2019
even-toed ungulate	Artiodactyla	unknown	Quaternary	LACM 3978	Adjacent to the SE side of the intersection of University Drive and MacArthur Boulevard	McLeod 2018
turkey	<i>Meleagris</i> sp.					
deer	<i>Odocoileus</i> sp.	unknown	Holocene or Pleistocene	LACM 4018	Oceanview High School, Seal Beach	Jefferson 1991b
mammoth	† <i>Mammuthus</i> sp.	6-8 feet	late	LACM	Warner Ave. close to	McLeod 2017
bison	† <i>Bison</i> sp.	14-20 feet	Pleistocene	65113	Bolsa Chica St. Warner	

Common Name	Taxon	Depth below original surface	Age	Locality	Location	Reference
horse	† <i>Equus</i> sp.	unknown	Pleistocene	LACM 6370	Hoag Hospital lower campus near Superior Ave. and the Pacific Coast Hwy, Costa Mesa	McLeod 2019
† <i>Harlan's ground sloth</i>	† <i>Paramylodon harlani</i>	unknown	late Pleistocene, Rancholabrean	LACM 69121	Bolsa Chica State Park	Jefferson 1991b
mammoth	† <i>Mammuthus</i> sp.					
ancient bison	† <i>Bison</i> sp.	12-20 feet	late Pleistocene, Rancholabrean	OCPC, no number as yet	North of Jamboree and Michelson, Irvine	Scott and Gust 2007, Gust 2010
† <i>Harlan's ground sloth</i>	† <i>Paramylodon harlani</i>					
ground sloth	† <i>Paramylodon</i> sp.					
sabre-toothed cat	† <i>Smilodon fatalis</i>					
carnivore?	Carnivora?					
western horse?	† <i>Equus occidentalis?</i>					
yesterday's camel	† <i>Camelops hesternus</i>					
ancient bison	† <i>Bison antiquus</i>					
bison	† <i>Bison</i> sp.					
Columbian mammoth	† <i>Mammuthus columbi</i>					
rabbit?	Leporidae?					
Botta's pocket gopher	<i>Thomomys bottae</i>					
gopher	Geomysidae					
squirrel	Sciuridae					
black vulture	† <i>Corygyps occidentalis</i>					
bird	Aves					
rattlesnake	<i>Crotalus</i> sp.					
pine snake	<i>Pituophis melanoleucus</i>					
snakes	Serpentes					
alligator lizard	<i>Elegania</i> sp.					
oak	<i>Quercus</i> sp.					

† = extinct taxon.

Miocene, back to shallow marine in the latest Miocene through the Pliocene, and finally to increasingly arid terrestrial deposits from the Pleistocene to the Holocene. In addition, younger sediments have been washed into the ocean by the action of streams.

The geology of the Fairview Park consists of middle to late Pleistocene old paralic deposits emplaced between 774,000 [774 ka] to 126 ka and late Pleistocene to Holocene young alluvial fan deposits less than 126 ka. No fossils were observed during the survey conducted for this project. Unnamed Pleistocene deposits have produced fossils of mammoth and camel less than half a mile to the north of the Project Area. While these fossils were approximately 15 feet below the surface, other nearby localities have been recovered from as little as six feet deep. Other extinct vertebrates recovered from unnamed Pleistocene deposits near to the Project Area include ground sloths, sabre-toothed cat, California tapir, horses, camels, bison, mammoths, proboscidean, and black vulture. Other megafauna recovered locally include deer and sea turtle, as well as a variety of small vertebrates that are found in southern California today.

Fossils recovered from the "Palos Verdes Sand" appear to have come from the old paralic deposits (Qopf) which are also mapped within the study area. This is a highly productive unit which has produced numerous marine and nonmarine fossils, many of which are still found in the California area today. Extinct vertebrates recovered from these sediments include ground sloths, dire wolf, tapirs, horse, llama, camels, bison, Pacific mastodon, Del Rey gannet, and flightless sea duck. Other megafauna recovered include mule deer, pronghorn, Steller sea lion, California sea lion, sea otter, elephant seal, whale, and sea turtles. The marine invertebrate record from these deposits is extensive with over 200 species known from the Newport Bay area.



Photos by Cogstone. Potential shell midden.



Photo by City of Costa Mesa.

# Biological Resources

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The field investigations conducted, and resource reports developed for the Master Plan Update, build upon a tremendous body of scientific field work that has been conducted at the project site for decades. In October of 1995 the City of Costa Mesa engaged Robert A. Hamilton, Consulting Biologist, to survey the existing biological conditions, along with biologist Tony Bomkamp to survey the vernal pools section and to make recommendations regarding the planning of the park. In June of 2007 LSA Associates performed an update to the 1995 survey of existing biological conditions. These reports and recommendations guided the development of the 2008 Fairview Park Master Plan Update. Since the 2008 update, additional field investigations and summary reports have been developed including the following:

- 2015 LSA BUOW Management Plan
- 2017, Glenn Lukos Associates Wet Season Survey for Listed Branchiopods
- 2019 Endemic Environmental Services Branchiopods Wet Season Survey
- 2019 Endemic Environmental Services OCME Train Track Nesting Bird Survey
- 2019 Tania Asef Wet Season Focused Surveys for Listed Fairy Shrimp Species
- 2020-2022 Sea and Sage Audubon Society Fairview Park Point Count Avian Survey

Rather than repeat studies documenting existing conditions, this master plan update leverages current knowledge about the

park and conducted targeted investigations focused on mapping existing habitat; evaluating habitat quality for targeted species; and specifying what measures to include to protect the species, minimize permit requirements, and improve overall habitat quality. Two technical reports were developed including:

- 2023 Hamilton Biological Resources Technical Report Fairview Park (Appendix B)
- 2023 Vegetation Map and Habitat Restoration Opportunities for Fairview Park (Appendix C)

These technical reports support the Fairview Park Master Plan Update by offering an updated assessment of the park's vegetation communities, identifying appropriate habitat restoration and enhancement opportunities, and providing best practices for restoration projects. The report also presents invasive plant control guidelines to be integrated into the Long-Term Management Plan for the Fairview Park Master Plan Update to ensure the ongoing preservation of the park's resources. The report synthesizes biological resource findings made since the last Fairview Park Master Plan Update in November 2008, incorporating data from recent biological surveys conducted in winter, spring, and summer of 2023 by MIG, Land IQ, and Hamilton Biological.

Key components of the report found in Appendix B include:

- Description of 2023 vegetation communities in Fairview Park: Section 3 provides an overview of the various plant communities present in the park, including the unique vernal pool habitat, and highlights any changes observed since the previous Master Plan Update.

- Identification of ecologically appropriate habitat restoration and enhancement opportunities: Section 4 incorporates the vegetation assessment to identify targeted opportunities for habitat restoration and enhancement that will support the conservation of biological resources and protect cultural resources within the park.
- Best practices for restoration projects: Attachment A offers guidelines and recommendations to promote cost-efficient, high-quality outcomes for restoration projects in Fairview Park.
- Long-term invasive plant management plan: Attachment B provides recommendations for managing invasive plant species, which are crucial to maintaining the ecological health of the park and protecting its sensitive habitats.

The findings and recommendations made in these biological resources reports guide and inform the following chapters in this document including Chapter 04: Opportunities and Constraints, Chapter 05: Design Objectives, Chapter 06: Master Plan Recommendations, and Chapter 07: Implementation. By incorporating the information presented, the Fairview Park Master Plan Update can effectively address the critical need for a Long-Term Management Plan that safeguards cultural resources and conserves biological resources, including the essential vernal pool habitat. These reports serve as a valuable tool for informed decision-making and planning to ensure the future preservation and enhancement of Fairview Park's unique ecological features and cultural significance.





#### 44 Existing Site Conditions

## Botanical Resources

The botanical surveys in 2023 recorded 197 species of vascular plants in the park system, including several special-status species, most of them associated with vernal pools.

## Plant Communities and Associations

Apart from 13 acres of turf and developed areas, vegetation at Fairview Park occurs within 195 acres of natural communities and vegetation associations, each hosting a suite of characteristic plant species.

Grasslands, which occupy the flatter upland portions of the park on either side of Placentia Avenue, consist mainly of non-native grass and forb species. A handful of native species are represented, including clustered tarweed (*Deinandra fasciculata*), great valley gumweed (*Grindelia camporum*), coast goldenbush (*Isocoma menziesii*), fiddleneck (*Amsinckia menziesii* ssp. *intermedia*), small-flowered microseris (*Microseris douglasii* var. *platycarpa*), and purple needlegrass (*Nassella pulchra*).

Scattered across the southern grasslands are vernal pools, the species composition and ratio of which varies considerably from pond to pond and month to month during the time of year when the soil is moist. All of the roughly 18 vernal pool indicator species previously recorded at Fairview Park were recorded during the 2023 field visits. The most widespread of these indicator species include low woolly-marbles (*Psilocarphus brevissimus*), common spike-rush (*Eleocharis palustris*), bigbract verbena (*Verbena bracteata*), water clover (*Marsilea vestita*), golden dock (*Rumex fueginus*), flowering quillwort (*Triglochin scilloides*), California

waterwort (*Elatine californica*), shortseed waterwort (*Elatine brachysperma*), pygmyweed (*Crassula aquatica*), Virginia cress (*Planodes virginicum*), American pillwort (*Pilularia americana*), and water starwort (*Callitriche* sp.). Rarer indicators of this sensitive habitat include San Diego button-celery (*Eryngium aristulatum* var. *parishii*), California Orcutt grass (*Orcuttia californica*), mud nama (*Nama stenocarpa*), little mouseltail (*Myosurus minimus* ssp. *apus*), and prostrate vernal pool navarretia (*Navarretia prostrata*). Fairview Park supports the only Orange County population of several of these rare species.

Coastal bluff scrub, most of which shows signs of disturbance and invasion by non-native weeds, occurs on the west-facing slope above Talbert Regional Park. Characteristic native plants in this association include California boxthorn (*Lycium californicum*), bladderpod (*Cleomella arborea*), coast prickly-pear (*Opuntia littoralis*), and wishbone bush (*Mirabilis laevis*). Chilicothe (*Marah macrocarpa*) formed an extensive blanket over large areas of bluff scrub on this bluff in response to wet conditions in 2023. A few southern California black walnuts (*Juglans californica*) occur on the bluff in the southeastern corner of the park.

Alluvial scrub formerly occurred widely across the sandy northern lowlands of Fairview Park, prior to conversion of most of this area to created ponds and associated riparian scrub and woodland. Remnants of the alluvial scrub remain in the northwestern corner of the park, represented by sandbar willow (*Salix exigua* ssp. *hindsiana*), California evening-primrose (*Oenothera californica*), California croton (*Croton californicus*), Lewis's evening-primrose (*Camissoniopsis lewisii*), and coyote brush.

The riparian woodlands and scrub established around the ponds created in the northern lowlands include several species of willow (*Salix lasiolepis*, *S. laevigata* and *S. gooddingii*), yerba mansa (*Anemopsis californica*), California wild rose (*Rosa californica*), California bulrush (*Schoenoplectus californica*), California mugwort (*Artemisia douglasiana*), western sycamore (*Platanus racemosa*), marsh fleabane (*Pluchea odorata*), trailing blackberry (*Rubus ursinus*), and mule fat (*Baccharis salicifolia*).

Coastal sage scrub vegetation has been restored in the dry canyon north and west of the main park entrance off Placentia Avenue. Dominant species in this community include California Sagebrush (*Artemisia californica*), California buckwheat (*Eriogonum fasciculatum*), black sage (*Salvia mellifera*), purple sage (*Salvia leucophylla*), white sage (*Salvia apiana*), lemonade berry (*Rhus integrifolia*), coyote brush, coastal brittlebush (*Encelia californica*), and laurel sumac (*Malosma laurina*).

The 2023 surveys also recorded some expanses of non-native, invasive weed species that, in some cases, effectively exclude most native plants. These include black mustard (*Brassica nigra*), devil's thorn (*Ernex spinosus*), sweet fennel (*Foeniculum vulgare*), artichoke thistle (*Cynara cardunculus* ssp. *flavescens*), and crown daisy (*Glebionis coronaria*).

## Wildlife

Two federally listed invertebrates, San Diego fairy shrimp (*Branchinecta sandiegonensis*) and Riverside fairy shrimp (*Streptocephalus woottoni*), have been documented in some of the park's vernal pools. Their more common relative, the versatile fairy shrimp (*Branchinecta lindahli*), occurs more widely in pools



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#### Map Code | Habitat Restoration Targets (Common Veg Name)

- 1810 | Mulefat Thickets
- 1830 | Southern California Walnut Groves (W)
- 3120 | California Sagebrush – California Buckwheat Scrub
- 3140 | California Sunflower Bush – Ashy Buckwheat Scrub
- 3190 | California Sagebrush – Coast Prickly Pear Scrub
- 3210 | Black Sage Scrub
- 4310 | Fiddleneck – Phacelia Fields
- 6500 | Clustered Tarplant Fields

- Fairview Park Boundary
- Improper Fill Material (Extent in 2023)

2023 Vegetation Map and Habitat Restoration Opportunities for Fairview Park

and small depressions. The two listed species were last observed at the park in 2017 (Glen Lukos Associates 2017); they were not detected during surveys conducted two years later (Asef 2019). Although it was not possible to collect and identify fairy shrimp during our field visits in 2023, fairy shrimp were observed in several ponds, and we consider it likely that all three species persist in the park.

Twenty species of butterfly were seen in Fairview Park during 2023, including the funereal duskywing (*Erynnis funeralis*), western pygmy-blue (*Brephidium exilis*), Reakirt's blue (*Echinargus isola*), Lorquin's admiral (*Limenitis lorquini*), American lady (*Vanessa virginiensis*), and western giant swallowtail (*Papilio rumiko*). Other invertebrates found in vernal pools at Fairview include unknown species of ostracods (*Ostracoda* spp.) and at least one species of copepod (*Copepoda* spp.).

Five species of amphibian have been reported in Fairview Park: Western toad (*Anaxyrus boreas*), California tree frog (*Pseudacris cadaverina*), Baja California tree frog (*Pseudacris hypochondriaca*), black-bellied slender salamander (*Batrachoseps nigriventris*), and southern California slender salamander (*Batrachoseps major*). Three species of snake and five species of lizard have been reported in Fairview Park: California kingsnake (*Lampropeltis californiae*), gopher snake (*Pituophis catenifer*), southern pacific rattlesnake (*Crotalus oreganus*), southern alligator lizard (*Elgaria multicarinata*), western fence lizard (*Sceloporus occidentalis*), common side-blotched lizard (*Uta stansburiana*), western skink (*Plestiodon skiltonianus*), and western whiptail (*Aspidoscelis tigris*).

Birds are the most conspicuous forms of wildlife at Fairview Park, where approximately 220 species have been recorded. Most have been reported to eBird; citations for additional taxa recorded during biological studies of the park are provided in the Appendix B species list. With the establishment of permanent ponds in the northern lowlands, various waterfowl have become regular there. Year-round residents include the Canada Goose, Mallard, Ruddy Duck, Pied-billed Grebe, various herons and egrets, Common Gallinule, and American Coot. Small numbers of White-faced Ibis, a special-status species, have nested in the created wetlands in recent years. Riparian scrub and woodland provide habitat for many species, including such special-status species as the Least Bell's Vireo, Yellow-breasted Chat, and Yellow Warbler.

During wet winters and springs, an array of waterfowl and shorebirds rely on the park's vernal pools for foraging and as resting areas. Ducks that use the pools include Blue-winged Teal, Cinnamon Teal, Gadwalls, American Wigeon, and Mallards. Shorebirds observed using the pools include Black-necked Stilts, American Avocets, Long-billed Curlews, Long-billed Dowitchers, Greater Yellowlegs, and Lesser Yellowlegs. Large flocks of swallows forage over the pools, including Barn, Tree, Cliff, Northern Rough-winged, and Violet-green.

Grasslands on either side of Placentia Avenue provide foraging habitat for several species of raptor, including Burrowing Owls, Northern Harriers, White-tailed Kites, and Red-tailed Hawks. Insectivores found in the park include Vermilion Flycatchers, Ash-throated Flycatchers, Western Kingbirds, Cassin's Kingbirds, Black Phoebe, and Say's Phoebe. Wintering species include various sparrows, such as White-crowned and Savannah, along with American Pipits, Western Meadowlarks, and other open-country

species. Stands of non-native mustard that have developed on the mesa provide nesting habitat for Red-winged Blackbirds and Song Sparrows.

Coastal bluff scrub and coastal sage scrub in the park support small numbers of resident California Gnatcatchers, along with more widespread species, such as Song Sparrows, California Towhees, Spotted Towhees, Common Yellowthroats, and Orange-crowned Warblers.

Turf and trees in the developed parts of the park provide habitat for a number of species tolerant of humans, including Western Bluebirds, House Finches, Lesser and American Goldfinches, and wintering Yellow-rumped Warblers.

#### Sensitive Biological Resources

Federal, state, and local regulations exist to protect and conserve sensitive biological resources. For purposes of this report, a biologically sensitive resource refers to any of the following:

- A natural community recognized as having special-status by federal, state, and/or local governments, and requiring a permit or agreement prior to its disturbance.
- A plant or animal species identified by federal or state governments as endangered, threatened, rare, protected, sensitive, vulnerable, or a Species of Special Concern.
- A plant or animal species that is a candidate, or that is proposed for federal or state listing.







### Sensitive Natural Communities

The State of California (CDFW 2023) identifies as “Sensitive” the following natural communities that occur in Fairview Park:

- Vernal Pools/Native Grasslands
- Coastal Bluff Scrub
- Coastal Sage Scrub
- Riparian Scrub and Woodland

### Special-Status Species

The special-status plants and wildlife that occur in Fairview Park, or that have realistic potential to occur there, are identified and briefly discussed are listed in Appendix B. To help determine which species warrant consideration in the report, the project team conducted a nine-quadrangle query of the California Natural Diversity Database CNDDDB (2023), which yielded recent and historical records of 177 special-status species:

- 52 plant taxa
- 2 crustacean taxa
- 11 insect taxa
- 4 mollusk taxa
- 5 fish taxa
- 2 amphibian taxa
- 10 reptile taxa
- 72 bird taxa
- 19 mammal taxa

Through critical review of this extensive list, Hamilton Biological excluded numerous species that have no potential to occur at Fairview Park, except possibly very rarely. For example, the Fork-tailed Storm-Petrel is a special-status bird of deep ocean waters that could conceivably be carried onshore by gale-force winds, but because Fairview Park provides no effective conservation value for this seabird it has been excluded from further consideration. Furthermore, some wildlife taxa are given special status only during certain parts of their annual cycle—usually on the nesting grounds. Such species are considered “sensitive” at Fairview Park only if they have potential to occur in the designated manner. For example, the Sharp-shinned Hawk is considered a Species of Special Concern on its nesting grounds, but this raptor occurs in Orange County only during migration and winter and so is not included in Table B in Appendix B.

For special-status plant species, Table B in Appendix B includes 10 taxa known to occur in Fairview Park; one taxon that occurred in recent years but that may now be extirpated; four taxa with moderate potential to occur; and five taxa with low potential to occur. Table B also includes one plant taxon that has been erroneously reported to occur in Orange County.

For special-status wildlife species, Table B includes 24 taxa known to occur in Fairview Park; two taxa apparently extirpated from the park; five taxa with high potential to occur; five taxa with moderate potential to occur; and 15 taxa with low potential to occur. Table B also clarifies that Fairview Park lies outside of the described range of one mammal taxon found within several miles of the park, farther north along the coast.

### Resource Protection Recommendations

Fairview Park supports a remarkable array of special-status plant and wildlife species, several of which are listed as threatened or endangered by state and/or federal governments. The park's combination of riparian habitats, coastal scrub, grasslands, and vernal pools is unique in Orange County, and rare anywhere in Southern California. In the past three decades, for reasons not fully understood but likely related to habitat degradation and fragmentation, at least two special-status species, the Cactus Wren and San Diego black-tailed jackrabbit, have become extirpated from the park and surrounding areas. Chaparral sand-verbena, a special-status plant species may also have died out, possibly due to brush clearance activities. Species that persist only in small numbers and/or in very limited patches of suitable habitat include southern tarplant, San Diego button-celery, vernal barley, little mousetail, prostrate vernal pool navarretia, California Orcutt grass, southwestern pond turtle, burrowing owl, and California gnatcatcher.

The most important threats to sensitive biological resources in Fairview Park come from human actions that destroy, degrade, and fragment the park's natural communities. The placement of numerous piles of fill dirt across the western mesa during the late 1980s, with the intent to cap archaeological resources prior to establishing sports fields that were planned but never built, created an ecological limbo for natural resources on the mesa. Approximately two acres of this fill were later removed to restore a large vernal pool that had been buried, but this left more than 20 acres of disturbed, weedy habitat, crisscrossed by an extensive lattice of informal trails.

Facing page photo by Robert A. Hamilton

Not only do the dense weeds in this area persist and spread to other parts of the park, but they render the northern half of the mesa effectively incapable of being maintained and managed through routine methods. In recent years, cyclists, e-bike riders, and remote-controlled vehicle enthusiasts have expanded a barren area on the east side of the mesa while establishing a new riding track farther west, in the middle of the fill-pile area. To prevent and reverse the loss of natural lands to such unauthorized active uses, the recommendations in Chapters 06 and 07 of this document provide guidance and a feasible approach to restoring and managing the most disturbed parts of the park to protect and enhance these unique resources.

Additionally, Hamilton Biological has documented evidence of intentional destruction of listed plant species in some of the vernal pools at Fairview Park. The Master Plan recommendations and implementation guidelines incorporate specific protections against such malicious actions including protective fencing and educational opportunities for the public to learn about the federal Endangered Species Act and consequences of its violation.

*Photo by Robert A. Hamilton*





# Site Features

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Fairview Park offers a blend of natural open space, recreational amenities, and unique attractions that support passive recreation and community use. The park contains an extensive network of trails for walking and bicycling, which link to other recreational areas and provide access to diverse landscapes. Supporting infrastructure includes pedestrian bridges, benches, picnic tables, a shaded picnic pavilion, restrooms, interpretive and monument signage, trash receptacles, and dog waste bag stations, ensuring accessibility and user comfort.

Approximately 13 acres of lawn area provide more traditional park amenities within the predominantly natural setting. Two unique facilities are operated in partnership with non-profit organizations including a narrow-gauge miniature railroad, which offers an educational and recreational attraction for visitors, and a model glider flying field, which serves as a dedicated space for hobbyists.



Photos by MIG Inc.





Fairview Park Site Signage Maps



Fairview Park Site Furniture Maps



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Fairview Park Site Existing Conditions



## 04 Opportunities & Constraints

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# Considerations

## Alignment with goals and objectives

Fairview Park is a beloved cultural and natural resources asset for the community of Costa Mesa and the region. The park is a unique and culturally and ecologically valuable site for the region. Fairview Park has two Nationally Registered Cultural Resource Historic Sites and serves as the gateway to the Santa Ana River Trail and a connection to rich natural coastal resources for residents and visitors. The Master Plan Update presents the opportunity to play an important part in telling the greater story of this 208-acre parkland and conservation area. Restoring and preserving the park as an environmental resource for study, interpretation, and education as well as passive recreation is a challenging and meaningful goal in alignment with the project goals and objectives outlined in chapter 01 including:

- Protect, preserve, and enhance the unique natural and cultural resources of Fairview Park.
- Restore, and enhance the park as an environmental resource, and provide interpretive opportunities to educate visitors about the park's unique ecology, cultural history, and resources.
- Manage the park as a passive recreational opportunity.
- Engage stakeholders, users, and the community at large in developing a blueprint to manage the park, which accounts for passive use recreation, environmental restoration and preservation, and funding considerations for years to come.

## Maximizing benefits

Protecting biodiversity is central to regional conservation and human well-being. In cities like Costa Mesa, nature regulates

*Facing page photo by Robert A. Hamilton.*

flooding, mitigates water pollution, and captures carbon from the atmosphere. Urban nature can improve human health by reducing air pollution and exposure to extreme heat, promoting active lifestyles, and improving psychological well-being. While traditional parks also can provide similar benefits, there is a wide range of positive health responses to cues from environments that are more natural and more biodiverse, such as lowered heart rates, increased concentration, lower cortisol levels and improved mood. Protecting and enhancing biodiversity at Fairview Park is critical for preserving natural spaces where people and other species can thrive. In addition to the human health benefits, exposure to wildlife can inspire awe and foster a sense connection to place for residents, which can motivate stewardship and investment in conservation of place. Evidence of this effect can be seen in the active community-based organizations supporting and invested in this special place.

## Balancing human activities with ecological process

Understanding and working within the natural, cultural, and ecological processes of the site will be a touchstone throughout the planning process. The Master Plan Update provides the opportunity to incorporate ecologically-friendly design and to strategically plan for the protection and enhancement of biological and cultural resources on the site. Achieving this objective requires planning and guidance informed by science including the following ecological principles:

- **Patch Size** – One of the most predictable patterns in ecology is the relationship between the size of a habitat patch and the number of species found within it. At 208 acres, Fairview Park is a large and ecologically important habitat, especially for the area-sensitive species that are restricted to this type of regional biodiversity hub for rare and threatened species.

Preserving large habitat areas without human disturbance provides the opportunity to support the life cycle and habitat needs of substantial populations of plant and animal species.

- **Connections** – Features in the landscape that facilitate the movement of plants and animals and landscape with high connectivity support higher numbers of species. Opportunities to increase connectivity exists by filling in breaks where the continuity of vegetation is created either by human use, erosion or invasive species. Additionally, removing barriers, or increasing connections across existing barriers allow organisms to move freely to access resources and a variety of habitats during different life stages. By considering the vernal pool watershed as interconnected, rather than discrete features, we can enhance hydrological connectivity by removing barriers and reconnecting the entire watershed to the vernal pool features. This will enable movement of aquatic species among different habitat types across seasons and life stages. Opportunities exist to prioritize hydrological connectivity and connections between different habitats.
- **Management** – Improving the way humans manipulate the landscape can help support more species and strategic stewardship of vegetation can improve its habitat value. Avoiding vegetation removal during bird and mammal breeding seasons can help reduce the impact of these activities on wildlife. Retaining vegetative debris and leaf litter, seeds and fruit can also increase food availability and improve soil health. Soil compaction and degradation can impede native vegetation communities from establishing. Opportunities for soil quality improvements through mulching, soil decompaction, and in some cases removal of degraded soil, can benefit native plants and the animal communities that depend on them.

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## Constraints

Analysis of the overall natural setting and planning/jurisdictional context reveals many opportunities and constraints upon the planning of the park and the proposed uses. Many features considered are constraints to one form of improvement and opportunities for another and therefore are listed as both opportunities and constraints.

### Placentia Avenue

The major vehicular arterial of Placentia Avenue divides the site into two distinct sections. This division has been somewhat relieved by the signalization of the existing park entrance intersection and construction of a pedestrian bridge connecting over Placentia Avenue. However, the road continues to physically separate the park for users and serves as a barrier for species that can not effectively cross the street, such as small ground-dwelling species.

### The Fairview Channel

The drainage structure and fences of the Fairview Channel divide the eastern portion of the site into north and south sections. The opening of a pedestrian bridge to pedestrian and bike traffic creates a link between these two sections of the park. On the western side of Placentia Avenue the Channel imposes less of a divisive element, but does create a 50-foot-wide strip of land along the rear of homes facing Swan Drive, which is unsuited to public uses due to the proximity to those homes.

### Steep Slopes

The topography of the western bluffs constrains development of park activities other than habitat restoration and enjoyment of the views afforded by their elevated position. These bluffs must be protected from erosion associated with pedestrians and wheeled traffic. The northeastern park area also contains steep slopes in the vicinity of the Fairview Channel.

### Bluffs and Erosion

The bluffs contain several sites where erosion will require treatment to preserve the bluff and trails. With the absence of any restraint to traffic, vegetation has become compromised and erosion is developing deep canyons that threaten to continue to carve into the Mesa.

### Archaeological Resources

The important resources of the archaeological sites require protection and preservation. Development of active uses or construction of fencing, signage and trail enhancements in the entire park site will require compliance with measures outlined in the Cultural, Tribal Cultural, and Paleontological Resources Assessment for the Fairview Park Master Plan including monitoring and study by a qualified cultural resources and Native American monitor.

### Existing Park Entrance

The existing entrance represents significant prior investment and is located in a suitable location for traffic safety on Placentia Avenue. Improvement of existing signage and landscaping along with removal of traffic spike strips will improve visitor experience of the park.

### Existing Fill Soils

The western portion of the site contains fill soils placed as a cap for the archaeological site CA-ORA 58. These soils were not graded smoothly when placed, and were further disturbed in the investigations to determine the boundaries of the site. The soils are known to contain asphalt, concrete, mortar and other construction debris in significant amounts. Prior to the discovery of the vernal pools as a sensitive natural resource, fill soils were placed in portions of the largest pool. Portions of this pool have been restored by removing the fill soil, and, as funds become available, this restoration of natural grade at the pools is to be continued. Due to the fill soils being contaminated and improperly placed, an acceptable protective cap for the archaeological site has not been achieved and is no longer required for protection as the old plans for development of sports fields and active recreation have been removed from the Master Plan Update recommendations.

### Drainage and Flooding

The southern border of the site at Canyon Drive to Pacific Avenue experiences seasonal flooding, which extends into the rear yards of adjoining residential properties. Care must be taken in correcting this problem not to disturb the vernal pools or create bluff erosion.

### Vernal Pools

The discovery of the vernal pool complex more than 30 years ago has significantly affected subsequent planning in the park. These resources fall under the protection and control of the US Army Corps of Engineers and the US Fish and Wildlife Service. Not only are these important biological resources, which should be preserved and restored, but the regulatory agency restrictions on management and protection of these resources will guide the recommendations of the Master Plan Update.

### Existing Park Facilities

The park contains an existing thirteen-acre area of lawn and trees with parking. The parking is centralized within the park; allowing

access to all areas, and the parking area and lawn areas provide for picnicking and gathering within the park.

### Existing Narrow-Gauge Railroad

Since 1988, the Orange County Model Railroad Engineers, Inc., a club open to the public, has been granted permission to construct and operate a rail system in Fairview Park, on the east side of Placentia Avenue. Over three miles of track have been constructed by the club. Free train rides are offered to the public on the third weekend of each month. Attendance at these weekends exceeds 50,000 persons per year. The presence of the tracks and the intermittent train traffic is consistent with the passive use goals of the park, and is compatible with other uses, such as walking, picnicking, and habitat enhancement.

### Sewer Connection

The Costa Mesa Sanitary District installed sewer lines in Fairview Park on the east and west sides of Placentia Avenue in 2000.

### Measure AA/Costa Mesa Municipal Code

In 2016, citizens adopted Measure AA, which requires that new permanent constructed improvements and significant changes require approval by a majority vote of the Costa Mesa electorate. The Code also includes several exceptions to the voter approval requirement including changes for restoration purposes, preservation purposes, public safety, and other exceptions as defined in the code.



Photos by MIG Inc.





# Opportunities

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## Remnant Native Plant Species

All areas of the site have been changed from their natural conditions by human activity. Pockets of remnant native plant communities exist on the site and the opportunity exists to preserve and restore these plant communities. These plant communities are described in Appendix B. Though all areas of the site are disturbed and contain many non-native species, remnant habitats and analysis of existing soils and historical ecology indicate the potential for restoration of healthy plant communities and wildlife habitat.

## Archaeological Resources

The existence of documented archaeological sites within the park presents strong opportunities for education and interpretation. The fact that CA-ORA 58, the bluff-top site has been well

researched and documented will allow a rich story to be told concerning the people who occupied this site three thousand years ago. The preservation and protection of the archaeological sites is compatible with the passive uses proposed by the plan.

## Trail Linkage

The Costa Mesa General Plan includes a Master Plan of Bikeways that calls for connections to the Santa Ana River Trail system through Fairview Park. The Bikeway Plan also calls for a Class 3 bikeway connection in the vicinity of Canary Drive. In the north-south direction the park trail system can offer trails allowing pedestrian and bike traffic to avoid the heavily traveled Placentia Avenue. In the east west direction the park can provide access to the extensive pedestrian and bike trails along the Santa Ana River. These trails are reached through Talbert Nature Preserve trails

which connect to bridges over the Greenville-Banning Channel and the Santa Ana River. By connecting to the Talbert trails system access is also provided to the extensive hiking and interpretive opportunities within the Nature Preserve. The Canary Drive pedestrian and bike trail connection is separated by a twelve to fifteen foot grade change at the park boundary. The opportunity exists for trail connection here if the obstacles of grade and water mains can be overcome.

The bridge over the Fairview Channel, which exists at the eastern tip of the site, allows for pedestrian and bike traffic. The connection of trails to this bridge provides an important link to the isolated northeast corner of the site from the railroad area.

Photo by MIG Inc.





#### **Link With Adjoining Habitat Restoration**

Talbert Nature Preserve is a 90-acre restoration of native habitat completed by the County of Orange. The opportunity exists to soften the hard-edge boundary between these two parks and to expand upon the work which has been established in Talbert Nature Preserve.

#### **View Opportunities**

The bluffs offer extensive views to the north and west over the Santa Ana River. These views can be enjoyed from trails along the bluff. The northeast corner of the park contains a high plateau, which can be reached by new trails from Placentia Avenue or from the train area via the bridge over Fairview Channel.

#### **Existing Narrow-Gauge Railroad**

The existing railroad operation is a popular feature of the park by providing free train rides to the general public and accommodating private gatherings. The low traffic on the rails and minimal impact upon the landscape, allow for the introduction of other low-impact activities such as walking, bicycle riding and a small picnic area. These added activities can share parking facilities with the train area and enhance the train experience as well as function alone in this area.

#### **Existing Park Facilities and Parking**

The existing 13 acres of lawn and trees with parking for 106 cars represents an open space asset for the Costa Mesa community. These facilities are able to accommodate picnicking and passive recreational activities as well as orientation and a trailhead to locations throughout the park. A centralized interpretive area for the entire park can be located within the developed park area.

#### **Vernal Pools**

The vernal pool watershed is a rare and sensitive biological area and is a constraint to park management and recreational activities. When viewed in the context of a passive park they can become an opportunity in that their restoration and protection as rare natural features offer unusual possibilities for observation and interpretation by the public. While the pools require protection from human disturbance, consolidated trails along their perimeter provide access and interpretive opportunities and enjoyment of these unique and interesting ecosystems.

#### **Grades allow Placentia Avenue Crossing**

North of the existing western entrance Placentia Avenue begins to descend in elevation. Approximately 300 feet north of the intersection adjoining grades in the park are 16 feet higher than the roadway. A pedestrian bridge was constructed in 2006 to connect the east and west portions of the park.

*Photo by Robert A. Hamilton*





# Habitat Restoration

Fairview Park supports a remarkable array of special-status plant and wildlife species, several of which are listed as threatened or endangered by state and/or federal governments. The park's combination of riparian habitats, coastal scrub, grasslands, and vernal pools is unique in Orange County, and rare anywhere in Southern California. The most significant threats to sensitive biological resources in Fairview Park come from human actions that destroy, degrade, and fragment the park's natural communities. However, this Master Plan Update provides the tremendous opportunity to reverse those threats and conserve, restore, and enhance the astounding diversity and abundance that remains through strategic habitat restoration management and planning. Restoration efforts have been occurring on this site for decades and have made substantial positive impact on the people and plant and animal species that call Costa Mesa home.



Habitat Restoration Opportunities

Facing page photo by Robert A. Hamilton.



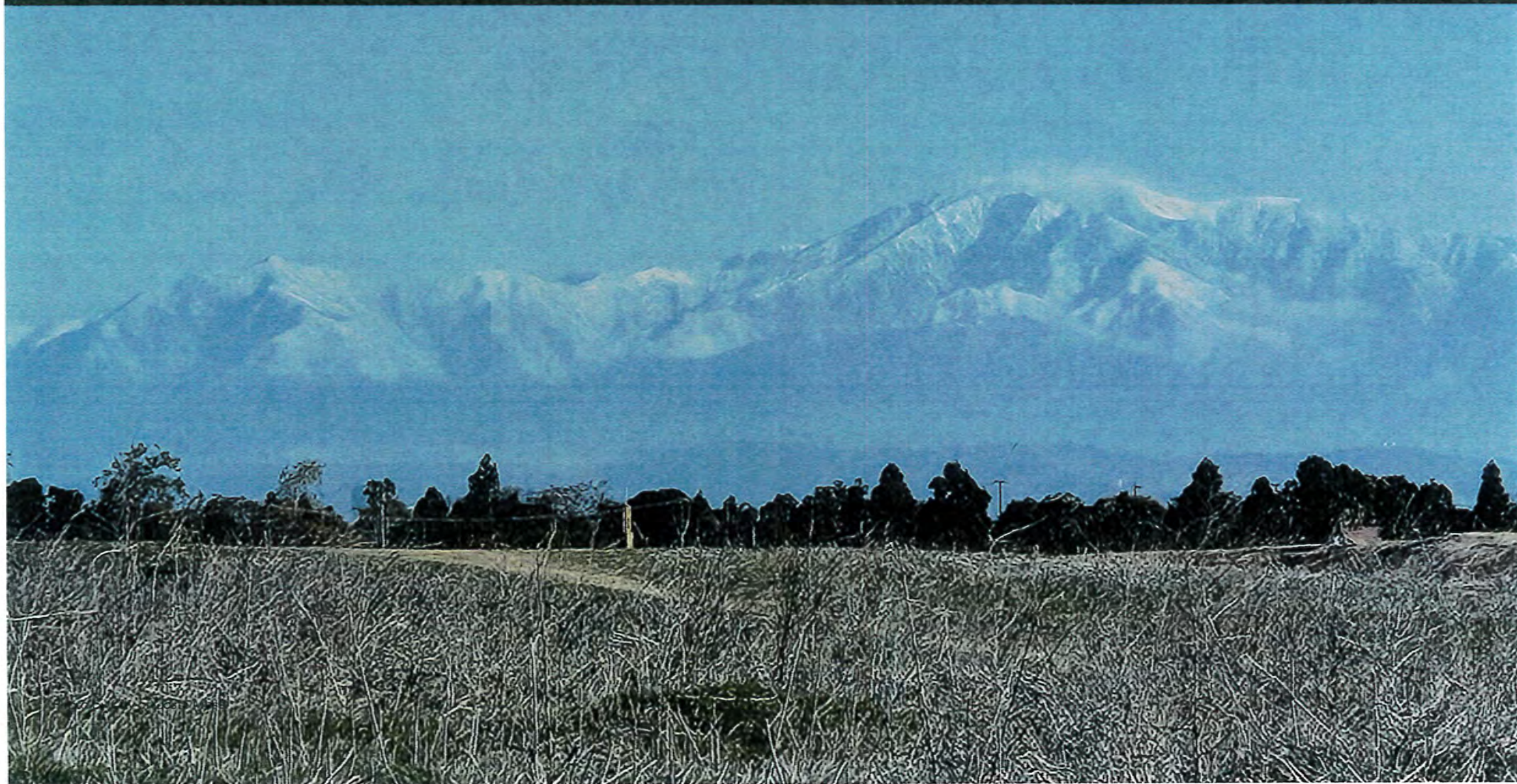
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# 05 Design Objectives

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*The overall master planning goals and objectives are drawn from the writings, minutes and statements of the Fairview Park Steering Committee, the physical analysis of the site and current planning conditions, and from citizen comment during the Master Planning process. The overwhelming consensus is to continue a park for passive use by individuals and small groups and to enhance the natural environment of the park for those uses and as a habitat preserve.*

*Fairview Park is unusual in that even though the major portion of the site is undeveloped, it has been open to the public for many years. Thus, the public image of the park as being expansive, open, and natural is well defined. The work of the Fairview Park Steering Committee, biological and archaeological consultants and the master planning consulting team has developed scientific information about the site, documenting its valuable resources and its potential for habitat restoration. The conclusions of the research are in accord with the desires of the public for an open, natural site. The Master Plan Update chronicles the scientific basis for a naturally restored park, but in addition, a critical function of the Master Plan Update is to define ways of providing for public uses that are compatible with and complement the restored park concept. The following summarizes goals and objectives developed during the Master Plan process:*



RESTORATION



PUBLIC USE



BIOLOGICAL

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## Public Use

### 1. Allow the park visitor to interact with a natural landscape and to experience a level of solitude, which is rare in the urban environment.

- Provide opportunities for walking or bicycling throughout the site to experience a variety of landscapes and habitat areas.
- Provide for visual continuity and continued openness so that the totality of the park site can be readily experienced.
- Design park features to be subtle and low impact, so as not to distract from the natural setting.

### 2. Inspire and educate the public regarding the historical, archaeological, and biological significance of the site.

- Develop an interpretive program including signing, docents, programs for schools, and the public.
- Encourage the development of a continuing non-profit support group.
- Provide interpretive signing in key areas of the park.
- Provide a central interpretive area as an introduction to major park features.

### 3. Provide for access, public facilities, and developed park areas in a manner, which is compatible with the natural habitat restoration and archaeological preservation to occur in the major portion of the site.

- Utilize the size and configuration of the site to separate developed recreational amenities and uses from the more natural portions of the site.
- Provide features for more intensive public use (such as lawn, picnic, and nature play areas) within the existing developed park site or existing more developed uses (such as the model railroad site).
- Provide for the continuation of the organized uses that have historically occurred on the site, including model railroading, model airplane, and model glider flying in accordance with resource agency recommendations for the protection and preservation of biological and cultural and Tribal cultural resources.
- Provide for walking, running, and bicycling along defined trails.
- Utilize and improve existing trails as much as possible.
- Consolidate and define walking trails to minimize fragmentation of natural habitat communities and restrict public access and the establishment of user defined trails within the vernal pool watershed.

### 4. Provide additional opportunities and services for low-impact park use.

- Provide an enhanced setting for the model railroad area and model gliders.
- Provide a landscaped setting on the eastern area of the park that will enhance ecologically appropriate habitat and support conservation of biological species throughout the park and enhance the visitor experience.
- Enhance existing picnic areas and provide additional picnic facilities for small groups and on the eastern portion of the site within the footprint of exiting developed landscape areas.
- Provide nature play areas.

### 5. Provide for public safety.

- Provide trail access for public safety and emergency vehicles.
- Stabilize the bluffs and provide safer access across them.
- Provide buffer areas for fire-wise planting adjacent to residential areas.
- Provide increased opportunities for walking and bicycling away from vehicular roadways.
- Maintain the open quality of the park that allows for visibility over the park area for observation of any public safety problems.
- Design park improvements in conformance with public safety codes and Americans with Disabilities Act requirements.

# Cultural, Tribal Cultural & Restoration

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- 01 Remove existing artificial fill with minimal damage to the resources underneath.
- 02 Protect archaeological sites from unauthorized collecting and damage. Enhance and re-establish habitat for native plants and wildlife.
- 03 Base restoration plans on scientific recommendations related to the existing site characteristics and the best available information on pre-existing natural habitat areas.
- 04 Conform to the federal and state restrictions concerning existing ecological resources.
- 05 Coordinate restoration plans with regional and adjacent restoration and preservation efforts, in order to provide continuity of habitat and address endangered habitat concerns.
- 06 Protect restoration areas from damage and intrusion.



Photo by Robert A. Hamilton.



# 06 The Master Plan

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The Master Plan presents a park for a multitude of passive recreational uses, and continued enhancement of the site's unique natural features. The large size of the park allows for multiple passive recreational uses. The landscape includes lawn areas for recreational play activities and picnicking, and large areas of restored native plant communities. The Master Plan provides designated areas for organized user groups (i.e. model gliders and trains) to allow the continuation of uses in accordance with current Resource Agency recommendations. A trail system will provide access by foot, bicycle, wheelchair, park maintenance vehicle, and emergency and security vehicles. Interpretive opportunities are to be subtly provided as part of the trail system. Defined trails offer the possibility for a roaming walk among undeveloped nature for those seeking solitude or to explore the varied terrain of the mesa, bluffs, and low alluvial plain. Natural areas will contain extensive areas of restored local native plant communities.

The Master Plan Update is intended to provide a framework for the habitat restoration and enhancement and improved trails and signage system. Completion of the recommendations of the Master Plan Update will undoubtedly be by phases. Some change in anticipated uses may be expected, however, the overall policy direction for passive, natural habitat preservation and restoration is to guide all detail development decisions. The Master Plan Update will guide the creation of a rich and varied park which will serve the residents of Costa Mesa for generations to come.

The following pages provides detail to the Master Plan Update by geographic section of the park.





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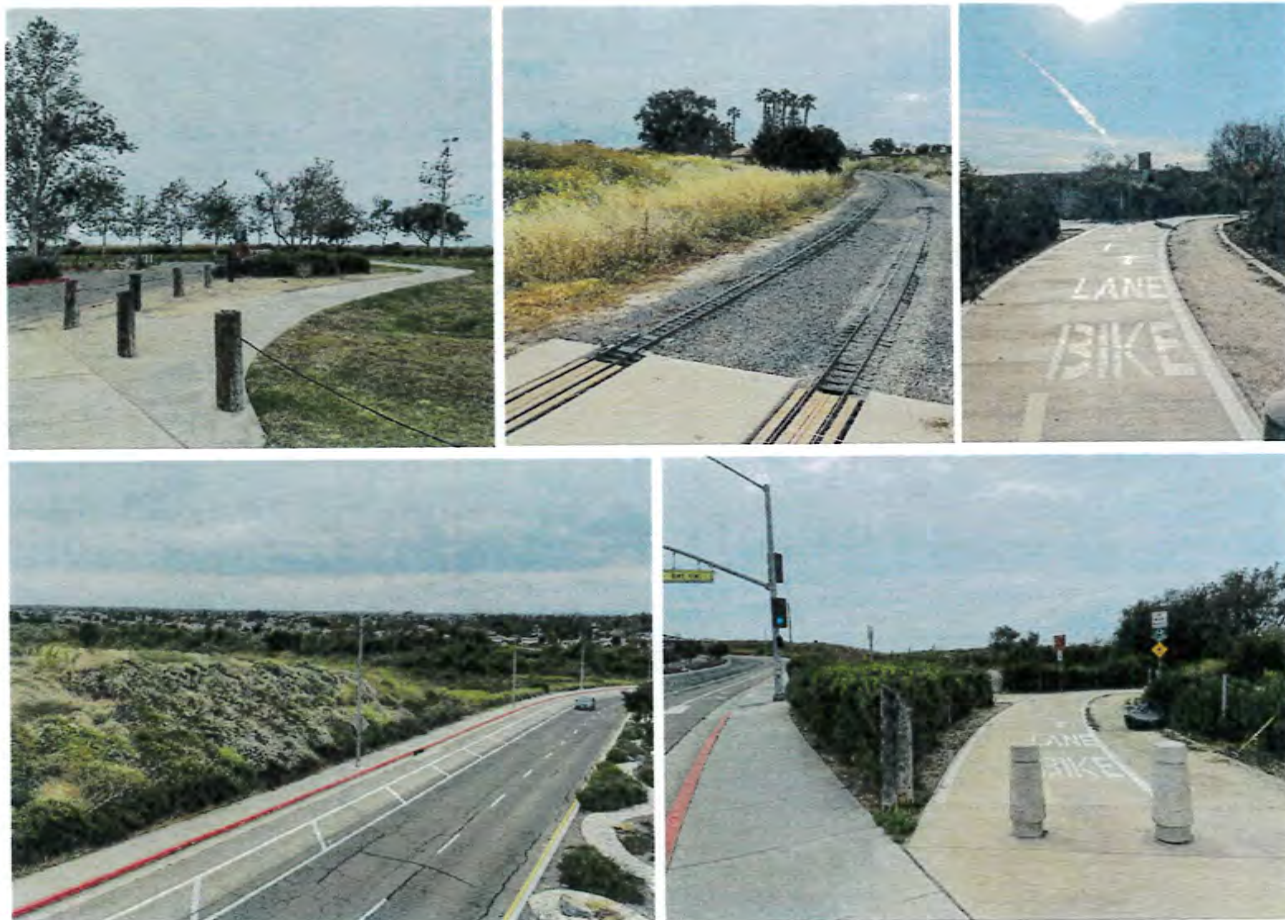
## Park Entrance & Parking

The main vehicular entrance to Fairview Park is located on the west side of Placentia Avenue near the north end of the lawn area, and can be accessed from northbound or southbound Placentia Avenue. This existing entrance to Fairview Park is currently controlled by a traffic signal. Parking for 106 cars is currently provided in the existing 13-acre park area west of Placentia Avenue. These spaces are to be retained. Existing parking for 26 cars opposite Waldorf School is to be retained.

The eastern vehicular entrance connects to informal parking for approximately 110 cars. This parking area will serve the train area, picnic areas, and trail system in the eastern park. This parking area is controlled by the traffic signal in the southeastern corner of the park at the Estancia High School intersection.

Buses unload in the paved parking areas near the interpretive area or near the train station. Buses park in car spaces or stage in nearby circulation areas. In order to make efficient use of parking and paving areas, no "bus only" parking is provided.

Park entrances and parking areas will be enhanced through the use of native vegetation, pollinator patches, and signage to reflect the unique identity of Fairview Park. Removing invasive ornamental species, such as Pride-of-Madeira, and replacing these areas with native species representative of the vegetation communities found within the park and applying a strong aesthetic composition will serve to enhance the street appeal of the park and entice exploration.



Photos by MIG Inc.

## West of Placentia Avenue

### Existing Park Improvements

The thirteen acres of existing lawn, trees, and parking are to remain. As funding or volunteers are available, additional trees should be planted to shade the parking lot to enhance human comfort. The addition of trees is not encouraged outside the parking areas west of Placentia. Trees are only to be replaced if removed at a one-to-one ratio. Open and unobstructed lawn is to be maintained for play activities and gathering spaces. The western edge of the existing lawn is to be bordered with native vegetation and delineated trailheads to create a sense of exploration and orientation to the park trails system.

### Group Picnic Site and Restroom Facilities

This location serves the existing developed park area and users of the trail system, small group gathering spaces and the play lawn. Proposed nature play features, enhanced site amenities, and a central interpretive area will enhance and expand the educational and conservation goals of the Master Plan Update. Consolidating program spaces for passive recreational and educational activities in this area will focus energy and connection, while limiting the footprint of these activities.

A large picnic shelter provides shade and rain protection. Restroom facilities are also provided in this area of the park located near the central interpretive area on the route to and from parking. This location serves the existing developed park area, the trail system and visitors to the central interpretive area.

### Central Interpretive Area

The proposed central interpretive area is located west of the existing park lawn, near the existing restroom and picnic shelter. This area is to serve as a starting point for learning about the Native American Tribes cultural history, European settlement history, ecology, archaeology and biological resources of the site. The center is not to contain buildings or other structures. The story of the site can be told through creative and low-profile signage elements. The site will allow for self-guided discovery suitable to children and adults. Additional signage should be located at key locations around the site to explain the life of the vernal pools, the various plant communities and habitats, the shell midden, the prehistoric river setting, and the Spanish Mission use of the site.

### Glider Launching Sites

The existing fly field activity, currently located within the vernal pool watershed should be relocated due to detrimental impacts to sensitive biological resources associated with the activity and required maintenance of the fly field.

The Master Plan Update recommends moving the current site to another portion of the park to comply with resource agency recommendations. To avoid regular mowing and prevent colonization by ground-dwelling species, a compacted and stabilized decomposed granite paving area should be provided for the relocated launch site. Proposed improvements for the relocation site include an approximately 300-by-50-foot runway (partially surfaced with decomposed granite), pilot stations and

pit area, a storage shed, an information kiosk, and installation of a low post-and-cable barrier.

### Vernal Pools

The vernal pools are discussed in depth in Appendix B. The pools and basins are to be retained, restored, and protected. Protection involves prohibiting pedestrian and bicycle traffic from entering the seasonal boundary of the pool or basin with fencing and signage, while making only a limited visual intrusion. The plan calls for a fence to be located at the trail edge to keep visitors on established trails.

### Archaeological Site CA-ORA 58

The very rich deposit of evidence of early human use of the site adds an exciting and interesting element to the Fairview Park story. The core area covers 14 acres of the northwestern bluff edge and yet many pass by without any knowledge of culture which once flourished here. A program of signage and display at the interpretive center is to make this story part of the Fairview Park experience.

Appendix D discusses the treatment of this important site in detail. Due to the mixing of construction debris and other contaminants in the fill cap, the existing fill deposits are to be removed. Restoration of the native vegetation to the site will not require the replacement of the protective cap fill soils. Access to the general area of the site is to be discouraged in order to protect cultural and Tribal cultural resources.



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### Trail Delineation

To protect sensitive cultural and biological resources within the park, large areas of the park will require enhanced protection from bike and pedestrian traffic. Where trails pass through habitat restoration areas the route is to be defined by post and rope, or post and rail fencing. This delineation system should be held back from the trail edge approximately two feet in order to recede into the planting as much as possible. All pet animals brought to the park are to remain on leashes at all times.

### Access to Talbert Nature Preserve

Trail access is provided to Talbert Nature Preserve at two points along the western boundary of the site. At the north a pedestrian trail passes through the Sandbar Willow habitat to join the Talbert trail near the Greenville-Banning Channel. A constructed staircase located at northwestern portion of the Mesa connects Fairview Park to Talbert Nature Preserve across the existing bluff.

### Bluff Erosion and Access

Improper use of the bluff face for recreational riding of wheeled vehicles and climbing has created numerous areas of erosion and defoliation. The short-term enjoyment which some derive from this destructive activity does not outweigh the need to restore and protect the remnants of sensitive coastal bluff scrub and the landform itself. Existing fencing along the bluff trail should be repaired and educational signage enhanced to further preserve and protect this unique natural feature.



Photos by MIG Inc.



Section 07 discusses structural management measures, which may be employed to control bluff erosion. The use of a “geoweb” or small check structure system will provide a measure of control without visual intrusion or heavy grading. The goal is to stabilize the bluffs at the current condition and allow for a vegetation cover and root systems to return.

#### Coastal Bluff Scrub Restoration on the Bluffs and Central Canyon

The slopes of the west facing bluffs are to be restored with Coastal Bluff Scrub and the north facing bluffs are to be restored as Black Sage Scrub. These plant communities reflect the natural vegetation for this soil, topography and exposure and is valuable

habitat for the endangered California gnatcatcher. As a sensitive habitat area, and with respect to the erosion conditions on the bluffs, this is a sensitive area and is to be protected from erosion and further degradation.

#### Mesa Restoration

The southern portion of the Mesa from the bluffs to the existing developed park retains many species of the native grassland. This area is to be restored, as is the northern part of the mesa after the fill soil removal. The overall appearance of the restored area will retain the open flower-field-like feel of a broad open wild area. A portion of the Mesa Restoration includes the Coastal Sage Scrub

(CSS) and Flower Fields Restoration Project, which the City of Costa Mesa, in partnership with Orange County Transportation Authority (OCTA), will restore 15.35 acres of critical habitat on the northern mesa. This initiative will fulfill mitigation obligations, improve conditions for native wildlife, and reinforce the City's commitment to the Master Plan. The project includes 11.91 acres of habitat restoration, 1.27 acres of habitat enhancement, and 2.17 acres of revegetation and weed management buffers to protect and improve ecological integrity. Restoration will focus on native plant communities such as Black Sage Scrub (6.78 acres), Fiddleneck-Phacelia Fields (7.3 acres), California Sagebrush-California Buckwheat Scrub (0.1 acre), and Purple Sage Scrub (1.17 acres), while ensuring protection of biological and cultural resources during implementation.



Photos by MIG Inc.



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Although part of the site lies within the historic vernal pool watershed, decades of farming, grading, and improper fill placement have disrupted the hardpan soils, preventing seasonal ponding and vernal pool formation. Restoration of the watershed through fill removal is identified in this master plan as a key long-term goal. Surveys conducted in 2017 (Glenn Lukos Associates) and 2023 (Hamilton Biological) confirmed no ponding, rare plants, or fairy shrimp within the project footprint, though these species persist in nearby natural-grade ponding areas where openings in the fill allow for water to collect.

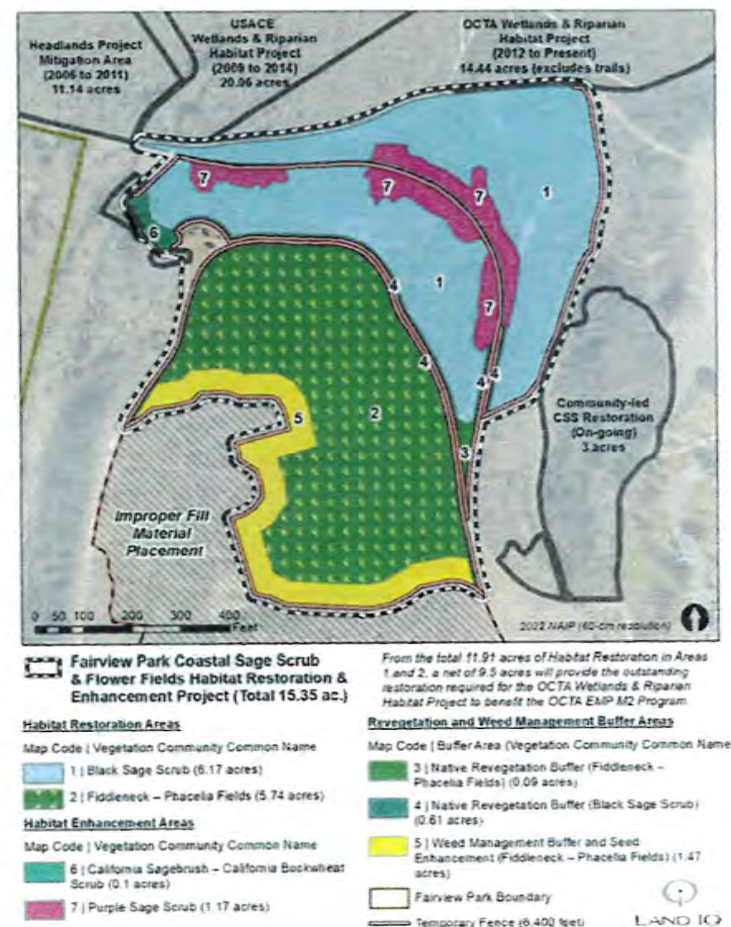
Execution of this project will contribute significantly to the conservation and restoration of critical habitats within Fairview Park. It is also a significant step toward park stewardship benefiting local wildlife, protecting Tribal cultural and biological resources and providing visitors a restored place to connect with nature.



Example of Native Common Fiddleneck on the Northern Mesa in Late Winter 2023.



Example of Nonnative Shortpod Mustard, Black Mustard, and Tocalote on the Northern Mesa in Spring 2023.





# East of Placentia Avenue

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## Canary Drive Access and Facilities

The area of the park, which lies east of Placentia Avenue, is further divided by the Fairview Channel, a concrete-lined storm drain, which isolates the northern area of 9.8 acres. A trail connection to the end of Canary Drive provides for local community access to Fairview Park. Facilities in this area must be kept very limited in scope in order not to attract vehicular traffic for which there will be no suitable parking. Benches are to be provided which allow for enjoyment of the expansive views available from this site. No play equipment, restrooms or group picnic facilities are planned for this area. The trail system will connect three points: the point where Placentia Avenue crosses the Fairview Channel, the end of Canary Drive, and the bridge over the Fairview Channel. The northern boundary is to be connected to a water source providing irrigation within 100 feet into the park and following defensible space guidelines established by the Orange County Fire Authority and The California Department of Forestry and Fire Protection (Cal Fire).

## Narrow-Gauge Railroad Operations

South of the Fairview Channel and east of Placentia is the site of the existing narrow-gauge model railroad operations. Over three miles of narrow-gauge track, bridges, station paving and a work area (steaming bay) are in place. The railroad is operated by the Orange County Model Engineers, Inc., a club consisting of enthusiasts who own the trains and have constructed all of the facilities at no cost to the City of Costa Mesa. The railroad is to be retained with its track system in its current location. The station area of the model railroad has been expanded to include permanent toilet facilities and a gift shop. Space is available for minimal expansion of the station, which provides shade for

waiting passengers and small group gatherings. An additional rail line planned to be north of the existing northern extension of the railroad will complete the track layout on the east side of Placentia Avenue. The train tracks are not to extend their footprint into existing, or proposed habitat restoration areas. Development and implementation of an interpretive program is encouraged for the train operations offering passengers the opportunity to learn about the early human occupation of the site, the historic ecology and the native plant communities and wildlife of Fairview Park.

## Bridge over Placentia Avenue

By connecting the east and west portions of the park with a pedestrian bridge, an iconic view and safe passage for pedestrians and bicyclists is created; overcoming some of the park fragmentation created by Placentia Avenue.

## Trails for Cyclists and Pedestrians

Trails east of Placentia and south of the Fairview Channel link five points: Placentia Avenue at the point of crossing the Channel, the bridge over the Fairview Channel, the main pedestrian entrance and street level crossing to the western area of the park, the pedestrian bridge, and the Placentia Avenue, Estancia High School entrance at the southern tip of the site. Multi-purpose and pedestrian trails are indicated on the Trails Plan.

## Archaeological Site CA-ORA 506

Approximately, 5/8 of the northern portion of the eastern site is identified as a registered archaeological site. This site has been the subject of less detailed study than CA-ORA 58, which lies west of Placentia Avenue. Any active development of the site

would require environmental work in conformance with the City of Costa Mesa, County of Orange Public Facilities and Resources, Historical Programs, and CEQA. This plan calls for no active development in this site. Any ground disturbing activities require archaeological monitoring.

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## The Northwestern Lowlands

### The Fairview Channel and Park Land to the North

The Fairview Channel has been the subject of studies to remove the existing concrete lining and create a more natural drainage (Project Report Fairview Channel Facility No. D04 from Greenville Banning Channel to Upstream Terminus, County of Orange EMA, August 1991). This project was not carried out after the raising of the bank of the channel, eliminating the threat of flooding to the north. The removal of the channel would be an expense, which is not necessary for the success of Fairview Park.

The northern park boundary lies approximately 50 feet from the protective fence of the Fairview Channel. This strip of land 50 feet by 1600 feet has no appropriate public use other than a visual barrier for the residences. An existing heavily used dirt path on the south side of the channel is included in the plan as a 3 feet wide pedestrian trail.

### Sandbar Willow adjoining Talbert Nature Preserve

The permanent ponds in the northern lowlands of Fairview Park provide important habitat for wildlife associated with open water and emergent vegetation, supporting species such as the Mexican Amberwing damselfly, Western Toad, Baja California Tree Frog, Mallard, Ruddy Duck, Pied-billed Grebe, Common Gallinule, American Coot, Double-crested Cormorant, Great Blue Heron, White-faced Ibis, Belted Kingfisher, Clark's Marsh Wren, and Great-tailed Grackle.

The retention pond receives water that circulates through this wetland system, with riprap channels connecting the ponds. Vegetation such as bulrush, cattails, pondweed, and algae frequently obstructs flow between ponds, reducing conveyance below design levels. To address this, the City annually removes emergent vegetation under a CDFW permit to prevent stagnant water and mosquito breeding, as required by the Orange County Mosquito and Vector Control District.

Additionally, a drain at the base of the bluff carries surface water from the southwestern detention pond, shaded by willow and blue elderberry. Further south, sediment accumulation forces water below the surface, creating subsurface flow.

The northern boundary where Talbert Nature Preserve meets Fairview Park contains Sandbar Willow and Sandbar Willow-Blue Elderberry Thicket plant communities. At the western boundary at the base of the bluff and along the naturalized drainage path and floodplain terrace is California Bulrush - Cattail Marsh and Poison Hemlock or Fennel Patches.



Photo by Land IQ.



# Passive Uses & Circulation Trails

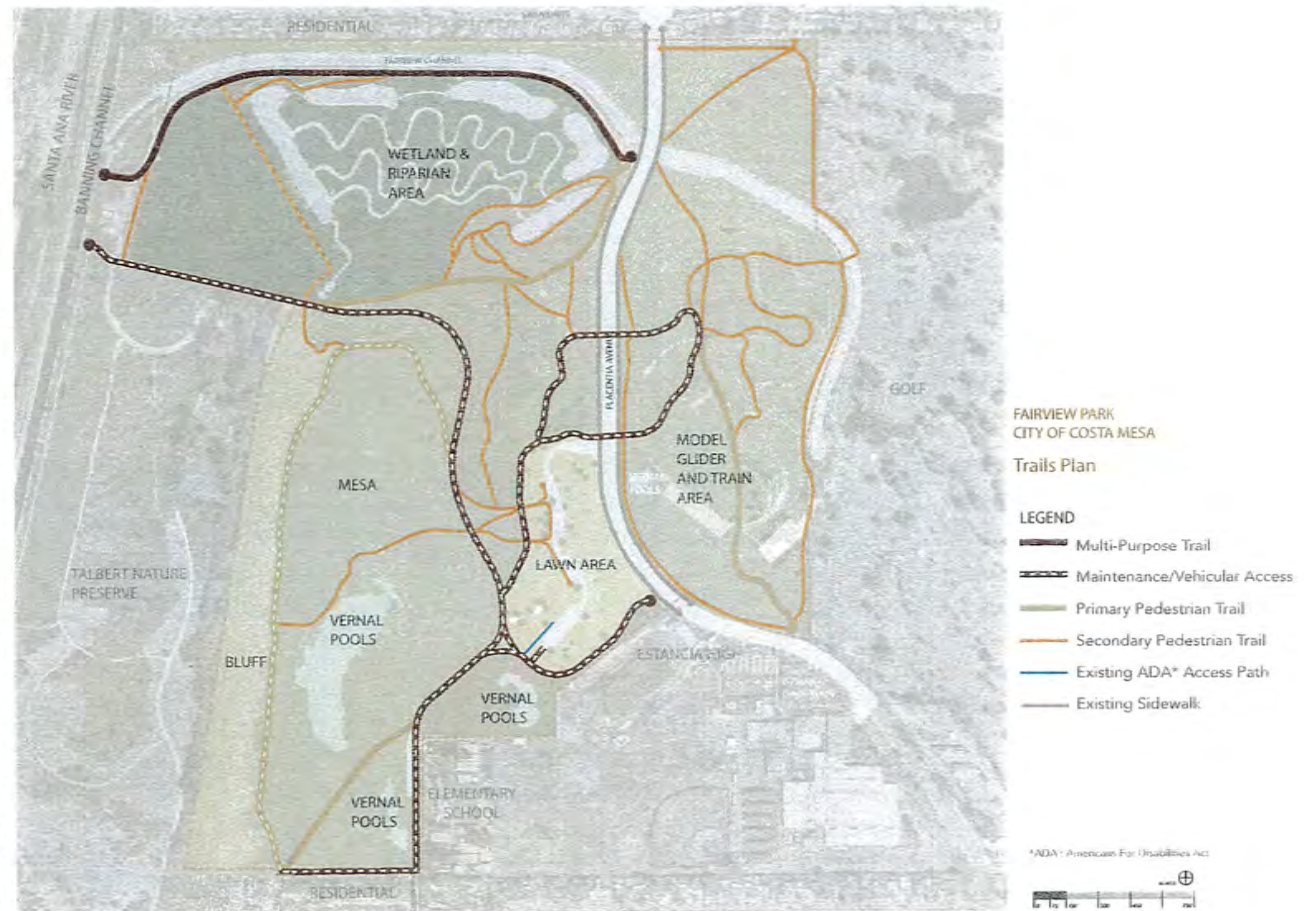
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Passive uses of the park include walking, running, walking of leashed dogs, flying glider planes, model railroading, flying kites, picnics, and other small group functions. Organized team sports requiring formal facilities or sports operated as a concession are not included. The natural areas of the park are reserved for running, walking, limited bicycle trails, and interpretive uses. Trails in the natural areas are planned to offer access to each habitat type, in quantity and variety for frequent park visiting, but limited in order to provide large blocks of habitat undivided by trails or the interruption of human use.

The Trails Plan is a park-wide trail system intended to achieve the following:

- Provide clearly defined trails and establish a designated hierarchy of trails for the park.
- Developed design standards for the trail system, including widths, materials, and designated modes of travel by trail type.
- Removal of unauthorized user-defined trails that have formed through the vernal pool watersheds.
- Establish functional and pedestrian pathways allowing for pedestrian access in both wet and dry seasons for approved trails.

The diagram on the right illustrates the Trails Plan and the hierarchy of trails which are multi-purpose trails, designated maintenance and vehicular access routes, primary and secondary pedestrian trails. Multi-purpose trails are to accommodate both bicycle and pedestrian traffic. The maintenance and vehicular access routes occur on both multi-purpose trails and primary and secondary pedestrian trails. These routes are only to be used by vehicles for emergency access and approved maintenance activities. Primary





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pedestrian trails accommodate the highest use pedestrian routes and are designed to accommodate people walking side-by-side while secondary pedestrian routes are more meandering, less frequently used and designed for a single pedestrian. Primary pedestrian trails are surfaced with compacted soil, or decomposed granite. An existing boardwalk, located near the largest vernal pool, provides pedestrian access to this area while protecting biological resources. A proposed boardwalk along a portion of the existing trail running diagonally from the north terminus of Canyon Drive southwest to Pacific Avenue, allowing for pedestrian access in both wet and dry seasons is recommended. This will facilitate public access to the bluff and the Mesa trail loop. This pathway is periodically closed during the rainy season due to ponding water and shall be planned and designed in a manner that protects the integrity of the vernal pools and the vernal pool watersheds.

The bluff top trail is a primary pedestrian trail and does not accommodate bicycle traffic. The multi-purpose trails focus on connecting bicycle circulation through the park to adjacent destinations leaving pedestrian trails for exploration and meandering. Bicycle traffic should be limited to asphalt or concrete surfaces only to protect damage and degradation of site.

One overlook with one or two benches is recommended to be provided along the bluff trail. See also the Design Guidelines in Chapter 07 Implementation. No additional paved trails are proposed.

The hours of operation of the park are to be from dawn to dusk. No artificial lighting is to be provided in the restoration areas.



Photo by MIG Inc.



# Interpretive Program

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The Interpretive program for Fairview Park offers a unique opportunity to highlight the park's historical, ecological, and cultural and Tribal cultural significance in the region. The Master Plan Update recommends enhancing visitor understanding through updated interpretive signage and materials conveying the park's exceptional conservation value, its role in protecting local and global biodiversity, and its deep cultural history. Signage and interpretive elements should also recognize the site's significance to Tribal nations and native ecology.

Interpretive programming should emphasize the connection between ecological health, conservation of natural open space, and human well-being, fostering community awareness

and stewardship. Partnerships with organizations invested in environmental conservation can be strengthened through involvement with the interpretive program. The design of interpretive features should be subtle and integrated into the landscape, following the guidance in Section 07, with signage that is simple, low to the ground, and informative. The central interpretive area can provide a broad overview while encouraging visitors to explore trails for deeper learning. Programs prioritizing self-directed discovery, and docent-led group tours are recommended. Given the size and diversity of the site, visitors should expect that multiple visits will be required to fully engage with all interpretive elements.

Interpretive content should convey the natural river setting prior to flood control projects and its influence on prehistoric and historic uses, including prehistoric village sites and areas listed on the National Register of Historic Places. The history of Spanish exploration and Mission and Rancho-era land use, the location of the Diego Sepulveda Adobe, the diverse native plant communities, resident wildlife species, and the history of archaeological research on the site should also be included. These measures will collectively enrich the educational, cultural, and ecological value of Fairview Park, providing visitors with a meaningful, multi-layered experience of the park's history and biodiversity.



Photos by MIG Inc.



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## Habitat Restoration & Enhancement

The City of Costa Mesa is a steward of Fairview Park. Restoration and enhancement of the park's diverse natural communities, and protection of the area's native wildlife populations, are the community's top priorities for this public resource. The habitat restoration and enhancement goals for Fairview Park are:

- Conserve natural vegetation communities and native wildlife populations.
- Protect archaeological and culturally significant materials (e.g., indigenous village use area, including two nationally recognized cultural resource historic sites).
- Restore ecologically appropriate and sustainable native habitat to benefit special-status plant and wildlife species.
- Provide low-impact recreational opportunities that promote human wellness and connecting with nature.



Photo by City of Costa Mesa.



# Habitat Restoration & Enhancement Targets

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Utilizing the 2023 vegetation map and field observations conducted in 2023, ecologically suitable habitat restoration (Figure 6-1) and enhancement (Figure 6-2) targets for various locations within Fairview Park were identified. These targets were identified for vegetation map units that were highly degraded and in need of habitat restoration or would benefit from habitat enhancement, such as weed management and/or native seed addition.

The selection of ecologically appropriate restoration targets was based on a thorough assessment of several factors including:

- 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; and
- A review of potential vegetation modeling outputs from the Nature Reserve of Orange County Habitat Restoration and Enhancement Plan Update (Brooks et al. 2019).

Based on this analysis, a total of 80.17 acres of habitat restoration opportunities and 14.52 acres of habitat enhancement opportunities have been identified within Fairview Park (Table 6-1). By focusing on these targeted areas and implementing suitable restoration strategies, the ecological health and biodiversity of Fairview Park can be significantly improved and maintained for the long term.

Habitat Restoration Guidelines for Fairview Park are provided in Appendix C.



Figure 6-1 - 2023 Vegetation Map and Habitat Restoration Opportunities for Fairview Park



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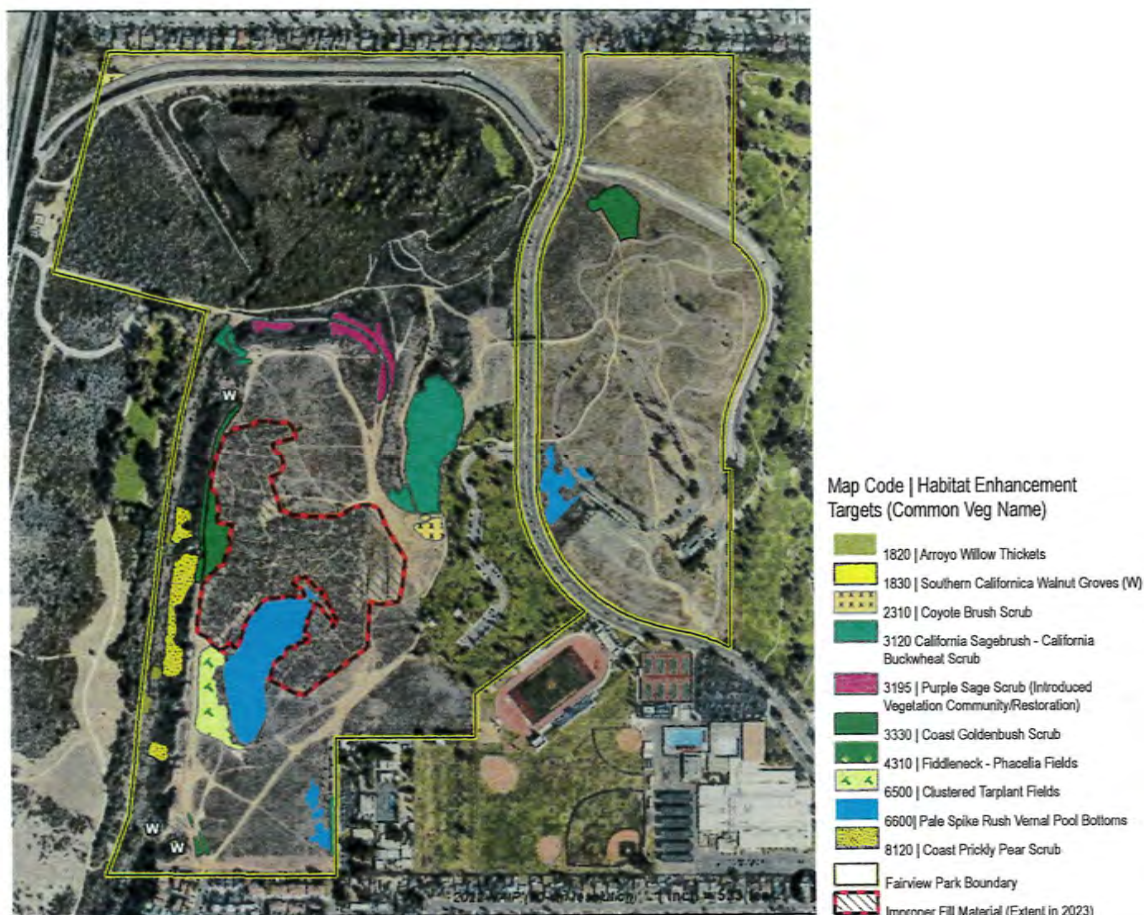


Figure 6-2 - Habitat Enhancement Targets of Fairview Park

## Summary of Habitat Restoration and Enhancement Opportunities in Fairview Park

Scientific Vegetation Map Unit Name	Map Code	Common Map Unit Name	Restoration or Enhancement Opportunities
<b>Southwestern North American Riparian/Wash Scrub Group</b>			
<i>Baccharis salicifolia</i> Shrubland Alliance	1810	Mulefat Thickets	3.5 acres of Restoration
<i>Salix lasiolepis</i> Shrubland Alliance	1820	Arroyo Willow Thickets	0.16 acres of Enhancement
<b>Californian Broadleaf Forest and Woodland Group</b>			
<i>Unguis californica</i> Forest & Woodland Alliance	1830	Southern California Walnut Groves	0.04 acres of Enhancement; 0.04 acres of Restoration
<b>California Coastal Evergreen Bluff and Dune Scrub Group</b>			
<i>Baccharis pilularis</i> Shrubland Alliance	2310	Coyote Brush Scrub	0.39 acres of Enhancement
<b>Central and South Coastal Californian Coastal Sage Scrub Group</b>			
<i>Artemisia californica</i> - <i>Eriogonum fasciculatum</i> Association	3120	California Sagebrush - California Buckwheat Scrub	3.48 acres of Enhancement; 22.46 acres of Restoration
<i>Encelia californica</i> - <i>Eriogonum cinereum</i> Shrubland Alliance	3140	California Sunflower Bush - Ashy Buckwheat Scrub	7.38 acres of Restoration
<i>Artemisia californica</i> - <i>Opuntia littoralis</i> Association	3190	California Sagebrush - Coast Prickly Pear Scrub	1.02 acres of Restoration
<i>Salvia leucophylla</i> Association (Introduced Vegetation Community/Restoration Area)	3195	Purple Sage Scrub (Introduced Vegetation Community/Restoration Area)	1.17 acres of Enhancement
<i>Solvia mellifera</i> Shrubland Alliance	3210	Black sage scrub	9.89 acres of Restoration
<i>Isocoma menziesii</i> Shrubland Alliance	3330	Coast Goldenbush Scrub	2.01 acres of Enhancement
<b>California Annual Herb/Grass Group</b>			
<i>Amstrackia (menziesii, tessellata)</i> - <i>Phacelia</i> spp. Herbaceous Alliance	4310	Fiddleneck - Phacelia Fields	0.13 acres of Enhancement; 7.64 acres of Restoration
<b>Californian Mixed Annual/Perennial Freshwater Vernal Pool/Swale Bottomland Group</b>			
<i>Deinandra fasciculata</i> Herbaceous Alliance	6500	Clustered Tarplant Fields	1.18 acres of Enhancement; 28.24 acres of Restoration
<i>Eleocharis macrostachya</i> Herbaceous Association	6600	Pale Spike Rush Vernal Pool Bottoms	4.5 acres of Enhancement
<b>Coastal Baja California Norte Maritime Succulent Scrub Group</b>			
<i>Opuntia littoralis</i> - <i>Opuntia arizala</i> - <i>Cylindropuntia prolifera</i> Shrubland Alliance	8120	Coast Prickly Pear Scrub	1.46 acres of Enhancement



# Other Management Opportunities

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In areas that would benefit from enhancement from higher native cover and diversity but are not suitable for habitat restoration (e.g., fuel modification areas, smaller areas, or areas mowed regularly, such as in the immediate vicinity of the narrow-gauge railroad tracks), other management opportunities have been identified (Figure 4-3).

## Other Management Opportunity 1

To protect the resources in Fairview Park, highly invasive plants need to be controlled in perpetuity by the City. As an urban park with significant cultural and sensitive biological resources, new introductions of invasive plants and reintroductions of existing invasive plants will always pose ongoing threats. This includes areas that have already been restored or will be restored in the future.

The long-term management of the park should include control of high-priority invasive species following an adaptive management approach, as presented in Appendix C.

## Other Management Opportunity 2

Prepare long-term management guidelines and actions to protect the vernal pools and vernal pool watersheds as described in this report, and as requested by the USFWS (2014) to conserve the San Diego fairy shrimp in compliance with the federal Endangered Species Act.

## Other Management Opportunity 3

Approximately six acres of land within the 100-ft fuel modification zone are currently maintained along property lines with neighboring properties to the north and south of Fairview Park. Working with the local fire authorities, a fuel modification plan can be developed that will allow for increased native diversity and habitat structure while still achieving the fuel modification goals for fire safety.

## Other Management Opportunity 4

Approximately 24 acres within the narrow-gauge railroad network east of Placentia Avenue that are not suitable for habitat restoration because of the current use and maintenance of the associated open space. These areas could be (a) enhanced with higher native cover and diversity using plants that are tolerant of periodic mowing, and (b) managed for highly invasive weeds, especially larger stature perennial weeds, such as black mustard, wild radish, fennel, and poison hemlock, to establish and maintain suitable habitat for grassland birds, including winter occupancy by burrowing owls.

## Other Management Opportunity 5

There are about 11 acres of manicured lawn and landscaping trees, a small portion of which could be repurposed to create an area for "nature play" (e.g., soil mounds that can be manipulated for sensory and spontaneous, creative play) to maintain this activity at the Park, while moving it out of the vernal pool watershed where that use is not compatible with the protection of biological and cultural resources.



### Other Management Opportunities

- 1 | High-Priority Invasive Plant Management (Entire Park Area)
- 2 | Long-Term Management Plan for Vernal Pool Habitat
- 3 | Fuel Modification Zone (FMZ) Plan that Anticipates Native Plant Palette Tolerant of Annual Summer Mowing
- 4 | Native Vegetation Enhancement, including Wintering Burrowing Owl Habitat
- 5 | Nature Play Programming for Portions of the Manicured Lawn Area

# Strategic Habitat Restoration Project Opportunities

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Based on the assessed constraints and opportunities, nine strategic projects were identified to achieve the habitat restoration and enhancement goals (Section 1). These projects are categorized into three main groups: habitat restoration (Projects 1 to 4), habitat enhancement (Project 5), and wetland and riparian habitat remediation (Projects 6 and 7), along with two projects dedicated to long-term habitat management (Projects 8 and 9).

The following objectives encompass the nine strategic project opportunities, each targeting multiple benefits and prospects to accomplish the habitat restoration and enhancement goals for Fairview Park:

- **Habitat Restoration (Projects 1-4):** These projects aim to restore degraded habitats, emphasizing improved ecological function and promotion of native biodiversity.
- **Native Plant Enhancement (Project 5):** This project focuses on boosting native plant species presence across the park, prioritizing species that are rare or that have distinctive ecological roles.
- **Wetlands and Riparian Habitat Remediation (Projects 6-7):** These projects address restoration and improvement of wetland and riparian habitats, supporting native species and ecosystem services.
- **Long-Term Habitat Management (Projects 8-9):** These projects will establish sustainable management practices, including monitoring and adaptive strategies, to ensure the success of restoration efforts and preservation of the park's ecological health in the long term.

By implementing these strategic projects, the City can make significant progress towards achieving its habitat restoration and enhancement goals in Fairview Park, ensuring the conservation of its unique biological and cultural resources for future generations.

## **Project 1. Mesa Habitat Restoration and Indigenous Village Site Protection**

**Objective 1a:** Collaborate with tribal representatives on the development and implementation of the project plan.

**Objective 1b:** Remove the improper fill material to expose the natural soils and restore the historic viewshed of the Mesa without damage to the soil biota or archaeological resources (CA-ORA-58).

**Objective 1c:** Eliminate incompatible uses of the vernal pool watershed, including maintenance mowing of the fly field, to protect the hydrological connection and upland nutrient supply for the conservation of the federally protected San Diego fairy shrimp in the vernal pool complex of Fairview Park.

**Objective 1d:** Do not disturb the native soil on the Mesa by tilling, unnecessary grading, or digging, other than related to the removal of the improper fill material and to maintain the hydrological function of the vernal pool features.

**Objective 1e:** Provide appropriate fencing, educational signage, and trail improvements to organize human movement around the perimeter of the Mesa, with a suitable connection to the existing boardwalk and viewing platform adjacent to the large vernal pool.

**Objective 1f:** Design Mesa trail improvements to protect archaeological resources with an appropriate trail surface that can both adequately cap the natural soil and prevent further trail erosion (e.g., super-stabilized decomposed granite product).

**Objective 1g:** Construct an elevated vernal pool boardwalk with fencing to preserve the trail connecting the lawn area to the southwest corner of the Mesa while safeguarding the vernal pool watershed. The boardwalk will be raised above the grade of the vernal pool basins, and its supports will not have footings excavated in natural soils, thus preventing disruption of the underlying impermeable soil layer essential for the ponds' formation.

**Objective 1h:** Deplete the weed soil seed bank with a consistent, multi-year adaptive weed management program prior to installing new native seed material.

**Objective 1i:** Restore the native flower fields and vernal pool watershed habitat that were covered by the improper fill material with diverse, ecologically appropriate seed mixes, approved by USFWS and CDFW.

**Objective 1j:** Enhance the native annual herbaceous plant diversity of the remainder of the Mesa not directly impacted by the improper fill material.

**Objective 1k:** Assess and implement enhancements to the function and diversity of the vernal pool features, including east of Placentia Avenue, which is part of the historic extent of the Mesa.



### **Project 2. Bluff Stabilization and Habitat Restoration Project**

**Objective 2a:** Develop and implement an engineering solution (see, e.g., Dudek 2003) to stabilize highly erosive features along the bluff, including restoration of ecologically appropriate native perennial plants in drainages (e.g., southern California walnut, blue elderberry). Prioritize the use of native plants and stabilizers that allow native plants to grow to stabilize the bluffs, rather than engineering solutions that eliminate habitat (e.g., use of shotcrete and concrete channels).

**Objective 2b:** Deplete the weed soil seed bank with a consistent, multi-year adaptive weed management program prior to installing new native seed material.

**Objective 2c:** Restore cactus scrub and maritime succulent scrub on the slopes using diverse, ecologically appropriate seed mixes together with container plantings of selected species (e.g., cactus cuttings, California boxthorn).

**Objective 2d:** Restore ecologically appropriate habitat along the drain at the base of the bluff, including mulefat scrub, willow scrub, and sandbar willow – blue elderberry thickets.

### **Project 3. California Coastal Sage Scrub Slopes Restoration Project (Slopes North of the Mesa and East of Placentia)**

**Objective 3a:** Deplete the weed soil seed bank with a consistent, multi-year adaptive weed management program prior to installing new native seed material.

**Objective 3b:** Restore CSS on the slopes with diverse, ecologically appropriate seed mixes with the goal of providing sufficient resources to support a California Gnatcatcher population in the park and adjacent natural areas along the lower Santa Ana River that will be viable over the long term.

**Objective 3c:** Use limited container plantings and/or cactus cuttings to establish faster shrub cover to close informal trails, to manage erosive features, or to increase the frequency of plants that do not establish easily from seed and are either underrepresented in the community or provide an essential ecological service for wildlife.

### **Project 4: Community-Supported California Coastal Sage Scrub (CSS) Restoration in the Canyon**

**Objective 4a:** Restore the native soil biota by consistent, multiyear weeding efforts led by the City, or an identified community organization, and supported by community volunteer events.

**Objective 4b:** Increase the diversity and cover of natives from seed and nursery grown container plants that are installed and maintained by the City, or an identified community organization, and supported by community volunteer events.

**Objective 4c:** Maintain the existing plantings by hand weeding around natives prior to significant seed set of the weeds.

*Photo by Robert A. Hamilton*



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**Project 5. Native Plant Enhancement of the Railroad Mesa**

While the railroad improvements and the fragmentation of the open space precludes complete restoration of this area, the habitat can be improved by controlling non-natives and enhancing native diversity and cover with species that are tolerant of mowing.

**Objective 5a:** Deplete the weed soil seed bank with a consistent, multi-year adaptive weed management program prior to installing new native seed material.

**Objective 5b:** Seed the area with a native seed mix with primarily native herbaceous life-forms (e.g., perennial grass, annual forbs) that are compatible with burrowing owls and other grassland birds, along with low rates of native shrubs that can tolerate periodic mowing during summer dormancy (e.g., coast goldenbush, California bush sunflower).

**Project 6. Wetlands and Riparian Habitat-Phase 2 (OCTA) 9.5-acre CSS/Grassland Restoration Project**

**Objective 6a:** From the opportunities described above, identify 9.5 acres of habitat restoration to satisfy the outstanding obligation to OCTA, focused on CSS and flower field habitat restoration that is ecologically appropriate for Fairview Park.

**Objective 6b:** Prepare a Habitat Restoration and Monitoring Plan for approval by OCTA, CDFW and USFWS, which includes at least 3 years of natural rainfall-driven weed grow-and-kill prior to native seed installation (or at least, two years of weed grow-and-kill with a temporary overhead irrigation system, if feasible), followed by installation of a diverse locally collected seed mix following habitat restoration best practices described in Appendix B.

**Objective 6c:** Implement the Plan, and monitor post-seeding establishment for five years, or until all the success criteria have been met.

**Objective 6d:** Place the successfully completed habitat restoration areas in a conservation easement to benefit OCTA.

**Project 7. Wetlands and Riparian Habitat-Phase 2 (OCTA) Water Conveyance Remediation Project**

**Objective 7a:** Follow engineering recommendations to remediate flow through the pond and channel system to minimize maintenance costs for the City to annually remove emergent vegetation from the ponds to meet vector control requirements.

**Project 8. Fuel Modification Plan**

**Objective 8a:** Consult with the Orange County Fire Authority (OCFA) and the Costa Mesa Fire and Rescue (CMFR) to develop a fuel modification plan for the existing fuel modification zones (FMZs) (i.e., 100-ft zones from the property lines of habitable structures) that balance the need for fire risk reduction and managed vegetation that complements the surrounding native habitat.

**Objective 8b:** Prioritize control of invasive plants, such as crown daisy, to meet fuel modification objectives for the Fuel Modification Zone (FMZ).

**Objective 8c:** Develop plant palettes of ecologically suitable large native shrubs that tolerate pruning (i.e., removal of lower limbs to create vertical fuel breaks on larger plants), and native grasses and forbs that tolerate annual summer mowing.

**Objective 8d:** Develop a typical planting plan that allows for groupings of native shrubs that are interspaced with native plantings (e.g., needlegrasses, *Stipa* spp.) that are mowed to within 6 inches of the ground to create at least 50 percent cover of horizontal fuel breaks in the FMZ.

**Project 9. Long-Term Habitat Maintenance Plan**

**Objective 9a:** Implement a weed management program to maintain the function and habitat quality of the natural communities in the park, as well as the visitor experience.

**Objective 9b:** Follow the approved Fuel Modification Plan.

**Objective 9c:** Provide patrols to manage impacts from off-trail activity and unpermitted uses of the park.

**Objective 9d:** Maintain conservation easements (e.g., Headlands Dana Point Project Mitigation Area, Wetlands and Riparian Habitat Project – Phase 1 and 2) by implementing an Early Detection Rapid Response (EDRR) management program in Fairview Park to maintain the quality of the habitat and to manage costs by controlling invasive plant populations when they are small.



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Objective 9e: Coordinate weed maintenance and biological monitoring with regional reserve and open space managers (e.g., Nature Reserve of Orange County, Randall Reserve, Talbert Nature Preserve, City of Costa Mesa Golf Course) to leverage resources and knowledge.

Objective 9f: Conform to federal and state environmental and wildlife laws.

Objective 9g: Prepare long-term management guidelines and actions to protect the vernal pools and vernal pool watersheds as described in this report, requested by USFWS (2014) to the San Diego fairy shrimp, and summarized in Appendix E.

Photo by Robert A. Hamilton





# Long-term Invasive Plant Management Plan

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To protect the sensitive vegetation communities, rare plant populations, and important wildlife habitats in Fairview Park, it is crucial to implement a sustained control program for high-priority invasive plants. These invasive species have significant negative impacts on the park's biological resources and should be a primary focus of ongoing maintenance efforts. While numerous non-native plants are present in Fairview Park, prioritizing the control of highly invasive species is essential for effective biological resource protection. Some invasive plants may require only one treatment per year while others may necessitate repeated treatments, depending on factors such as plant traits, phenology, weather, and suitable treatment methods. Any constraints, such as avoiding herbicide use in vernal pool inundation areas, must also be considered.

Consistency and appropriate timing of invasive plant treatments are key factors in successful control and the protection of native habitats. The primary goals are 1) to prevent excessive biomass production from invasive plants that could displace native species, and 2) to control invasive plant populations before they produce viable seeds, ensuring their long-term management. By prioritizing the control of high-priority invasive plants, the City can work toward maintaining and restoring the ecological health of Fairview Park. A Long-Term Invasive Plant Management Plan is presented in Appendix E.



High-Priority Invasive Plant Control Priority Areas



## Existing Fill Soil Removal

### Fill Placement on the Mesa

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 in 1987 and 1988 (see Figure 2-14). The fill material did not, however, meet standards for capping an archaeological site, and included chemically active construction and paving 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. First, the fill material covers and takes away habitat for native flower fields and fairy shrimp. Second, 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. Third, 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, threatening the diversity and function of native habitat.

In 1993, The Keith Companies dug east/west-trending strips in the fill to allow study of the archaeological site limits, resulting in the topography of the fill area today (see Figure 2-16) (City of Costa Mesa 2008). Between 1996 and 2009, improper fill material that covered a significant portion of Vernal Pool 1 was removed as part of two restoration efforts. It is not well documented whether this fill material was disposed of offsite or moved to another location

on the Mesa. Today, significant portions of the historic vernal pool watershed remain covered by the improper fill material, degrading significant cultural and biological resources in Fairview Park (Figure 2-21).

The hydrological function, biodiversity, and extent of the Mesa vernal pool watershed and the vernal pools would be significantly improved with the removal of the improper fill material. Remove the improper fill material to the natural soil grade with special attention to not disturbing the natural soil and protecting the cultural resources. Fill removal should be completed in combination with native habitat restoration efforts as described in Strategic Habitat Restoration Project Opportunities.

Fill material may be compatible for re-use in the creation of natural play features, or soil mounds that can be manipulated for sensory and spontaneous, creative play within the footprint of the narrow-gauge railroad track located outside of culturally and biologically sensitive areas.

### Fill Placement in the Canyon

During the construction of the Fairview Park Wetlands and Riparian Project, the bottom of the canyon was filled with material excavated to create the wetland features. The material used to fill the bottom of the canyon has not been analyzed but is presumed to be natural alluvial soil material. The fill areas are primarily dominated by nonnative plants with some recruitment of native vegetation, including from the adjacent community-led CSS habitat restoration work. Habitat restoration targets for this area are identified in Section 04.



Photos by MIG Inc.



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## Drainage Issues

The site contains two areas where erosion is a concern. Both areas are discussed in Chapter 03. The bluff erosion can be addressed by discouraging park users from walking on the bluff faces at points other than stairs or trails (e.g. by using fencing and signage), and by implementing a combination of engineered bluff stabilization and natural revegetation methods in areas showing persistent erosion issues.



Photo by City of Costa Mesa.



Photo by City of Costa Mesa.



Photos by MIG Inc.



# Erosion Control Measures

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## Bluff Erosion

The erosion of the bluff face is a natural process, which has been accelerated through public use and activities within the park. The characteristics of the bluff affecting erosion include the soil type and topography. Additional runoff tributary to the bluff face will also accelerate the development of erosion features. The exposed face of the bluff area is naturally susceptible to (1) sheet erosion, (2) rill erosion, and (3) gully erosion. Pedestrian traffic along the bluff face and mountain bikes have caused additional aggravation of the erosion process, mechanically dislodging the material of the bluff face.

## Erosion Control Measures and Suggested Recommendations

Erosion control features can be installed as part of the park master plan implementation, which will assist in minimizing the amount of erosion of the bluff, bluff canyons or arroyos, and the natural canyon areas. The bluffs are important natural features to be preserved. The amount of erosion, which occurs to the bluffs, is partially dependent upon the amount of runoff which discharges over the bluff face or tributary to the bluff erosion features. Runoff over the bluffs is partially a natural feature of the site and is unavoidable. Restoration of the site to its historical grade elevations will relieve existing drainage patterns caused by the placement of fill soils. A management measure is to minimize public access to the bluff face and direct foot traffic to specific access point down the face of the bluffs. This is accomplished through defining the trail along the top of the bluff and by the addition of wooden stairway systems. Vegetation of exposed earthen areas and slopes will greatly assist in maintaining the natural areas, which are experiencing, surface erosion. In addition,

the vegetation can also be reestablished within the arroyos or bluff erosion features to provide ground cover and reduce the velocity. A summary of the management principles associated with erosion control for the site include:

- Retain the natural vegetation
- Minimize grading
- Vegetate denuded areas
- Divert runoff away from exposed slopes where consistent with natural grade
- Keep runoff velocities low
- Prepare drainage systems to handle the concentrated flow

The existing natural arroyos, which have eroded within the bluff areas, can be protected through structural management measures in order to prevent continued erosion. Two different treatments are recommended which will have a low visual impact upon the site. These control measures include:

Geoweb: This is a material which can be utilized to stabilize the bluff face and the bluff erosion features. The material is a plastic interlocking web consisting of diamond shapes, which are about 8 inches square, creating large connected cells.

The material is placed on the slope or drainage courses to provide a flexible revetment. The cells are then filled with soil or gravel and then vegetation is established in the cells. This material has recently been applied on a large slope failure in the Newport Beach back bay area adjacent to the bike trail. After completion,



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it is not possible to see the material, however, it provides an excellent stabilization system, which would also integrate well with the natural park setting.

**Check Structures:** A "check" is a small grade control structure placed across the stream, which slows the water velocity and creates a permanent stream elevation at that location which cannot be eroded. A series of checks can be constructed along these drainage features to maintain a low velocity. A new material, which has been implemented to construct the checks, is a vinyl interlocking sheet pile. The vinyl material is lightweight, which allows the material to be installed by hand, and is inert so that it has a high longevity. The checks can also be constructed of rock, timbers, or other material.



Photos by MIG Inc.

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# Developed Park Drainage & Hydrology

## Proposed or Modified Drainage Patterns

The park master plan proposes to perform minimal grading to implement the proposed facilities and maintain the existing topographic/drainage patterns as much as possible. One of the primary considerations for maintaining the natural drainage patterns is associated with the bluff top area and the existing vernal pools. The vernal pool habitat is extremely sensitive to surface drainage and is dependent upon this runoff to sustain itself. It is critical within this area that the natural drainage boundaries, which have been identified, be maintained to the maximum amount possible. There are some disturbed areas of deposited fill soils within these areas. It is proposed as part of the grading for the park that these areas would be returned to the original historic condition with the natural drainage patterns.

The only significant change through the grading involves the establishment of the riparian area in the location of the existing Placentia Drain. This earthen ditch drain was created during agricultural uses of the site collecting water from the northern low areas and draining south along the bluff face to what is now the south end of Talbert Nature Preserve. The drain has not been maintained and is filled at several trail crossings. A riparian area in the drain is to be enhanced in the south and created in the north by connecting the drain to a constant water source in the Fairview Channel, and restoring the flow line of the Placentia Drain.

## Existing Identified Drainage Deficiencies

The primary drainage deficiency, which has been identified through this qualitative evaluation, is an area located in the southern portion of the site, near the existing residential area at Pacific Avenue. The runoff generated from a 16-acre portion of the bluff top area drains toward the residential area at Pacific Avenue. The natural topography within this area causes the runoff to be directed towards a low point near Canyon Drive and Pacific Avenue. This area does not have any direct outlet and has caused flooding problems for the adjacent buildings, which appear to have been constructed below the grade of the park.

The remainder of the park site appears to be adequately drained through the natural topography. The vernal pools are self-contained drainage catchments and do not have outlets, but this is an integral part of this natural feature. Regional flood protection for the area is provided through the Fairview Channel and the County of Orange has prepared a preliminary design study, dated August 1991, which has evaluated the flood protection levels provided by the channel. The projects contemplated in this report have been permanently shelved due to the fact that flooding in the area of the Channel is not a high risk and not related to channel capacity, but to backing up in the Greenville Banning at times of maximum flow.

## Recommended Drainage Features

Proposed permanent public facilities constructed as part of implementing the park master plan should investigate the local drainage requirements and ensure that the proposed grading provides positive drainage. The fill removal activities should maintain the natural drainage patterns and reduce the potential for erosion. Any large proposed impervious areas, such as parking lots, should include appropriate surface drainage collection facilities which may only require curb and gutters. New active park areas, which are grassed for public use, such as picnic areas, should be graded to ensure positive drainage and should have a slope greater than 2%. Erosion control features and best management practices should be applied during the construction period in order to minimize the sedimentation impacts.

It is recommended that the existing surface drainage deficiency be corrected that has been identified as part of this evaluation. Construction of an underground storm drain is feasible to achieve the desired level of flood protection, and should prove to be desirable in consideration of the vernal pools.



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## Security & Fire Prevention

### Security

Designated trails are wide enough to allow for patrol vehicles to reach most areas of the park. All trails are accessible by foot and bicycle patrol. The hours of the park are to be from dawn to dusk, and security lighting is not to be provided with the exception of the train station and maintenance yard, and museum facilities.

### Fire Prevention

Fire vehicles will be able to utilize the designated wide trails in the event of medical aid or fire emergencies. Gates are to be placed at intervals in the trails delineation system for emergency fire access to restoration areas. At the time of detail design of the infrastructure water system, hydrants are to be provided over mains.

The plan calls for irrigated zones to join the residential interface at Canary Drive, Swan Circle and at Pacific Avenue and Canyon Drive. The strip of land between the Fairview Channel and Swan Drive is to be disked periodically to prevent the growth of seasonally dry vegetation in the vicinity of the residential community on Swan Drive. The trail system breaks the restoration areas into segments that will replace the current practice of disking bands of vegetation



Photos by MIG Inc.

Facing page photo by City of Costa Mesa.



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# 07 Implementation

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The detailed design decisions are critical to implementing the Master Plan Objectives and assuring that the vision of Fairview Park is fully realized. The following guidelines are intended to serve as parameters for future designers and City decision makers during implementing phases of the park plan. They are both reminders of the types of features discussed to be included in the park during the Master Plan process, and further elaboration from a design standpoint on methods for achieving the intent of the Master Plan. The overriding factor to be considered in the design is the desired natural, low-key character of the park. The man-made features and improvements should, as much as possible, allow nature to speak for herself. The recommended materials and design suggestions are intended to allow the designed features to blend with the natural areas, to be substantial and functional while providing a consistent, quality appearance. In laying out trail routes, the existing pathways are to be utilized wherever possible.



**TRAILS AND  
PUBLIC ACCESS**



**PUBLIC  
EDUCATION AND  
INTERPRETATION**



**RESOURCE  
CONSERVATION AND  
PRESERVATION**



**OPERATIONS AND  
MAINTENANCE**



**SITE ACTIVITIES  
AND USES**

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# Design Guidelines

## Trails

Trails facilitate movement around Fairview Park and are extensively used by the public to enjoy the unique resources and features of the park. Preserving and enhancing passive use recreation is a central goal of the Master Plan Update and trails are the primary method for accommodating park access. During public outreach activities conducted during the Master Plan Update process, consensus was generally formed around a desire for well maintained and clearly defined trails along with the removal of excess trails on the Mesa to protect sensitive biological and cultural resources. Additional desires were expressed to utilize natural materials to define trails and the prioritization of enforcement to control use by motorized vehicles were emphasized.

Key Master Plan Update recommendations regarding trails are the following:

- Provide clearly defined trails and establish a designated trail system for the park.
- Develop and adopt design standards for the designated trail system, including widths, materials, and designated modes of travel by trail type.
- Establish functional and pedestrian pathways allowing for pedestrian access in both wet and dry seasons for approved trails, including from the north end of Pacific Avenue to the north end of Canyon Drive.
- Pathways shall be planned and designed in a manner that protects the integrity of the vernal pools and the vernal pool watersheds.
- Provide for long-term preservation of the vernal pools and their

associated watersheds by using suitable fencing, interpretive displays, and the removal of unauthorized user-defined trails that have formed through the vernal pool watersheds.

- Provide ADA-accessible pathway(s) from the main parking lot to the existing paved multi-purpose path west of the main parking lot.
- Provide an emergency and service vehicular access point into the park from Pacific Avenue. Develop protocol guidelines for vehicular use of this access point. See Attachment # for reference.
- Remove excess trails on the Mesa.
- Include multi-use, possibly separated trails.
- Ensure wide trails for loop, narrow trails for others.
- Utilize natural materials for trail rather than synthetic.
- Prioritize enforcement or prohibition of motorized bikes on park trails.
- Create improved connectivity to key adjacent sites such as the Santa Ana River.
- Ensure regular maintenance to trails.

Trail design varies depending on type and intensity of use and location.

## Trail Delineation/Fencing

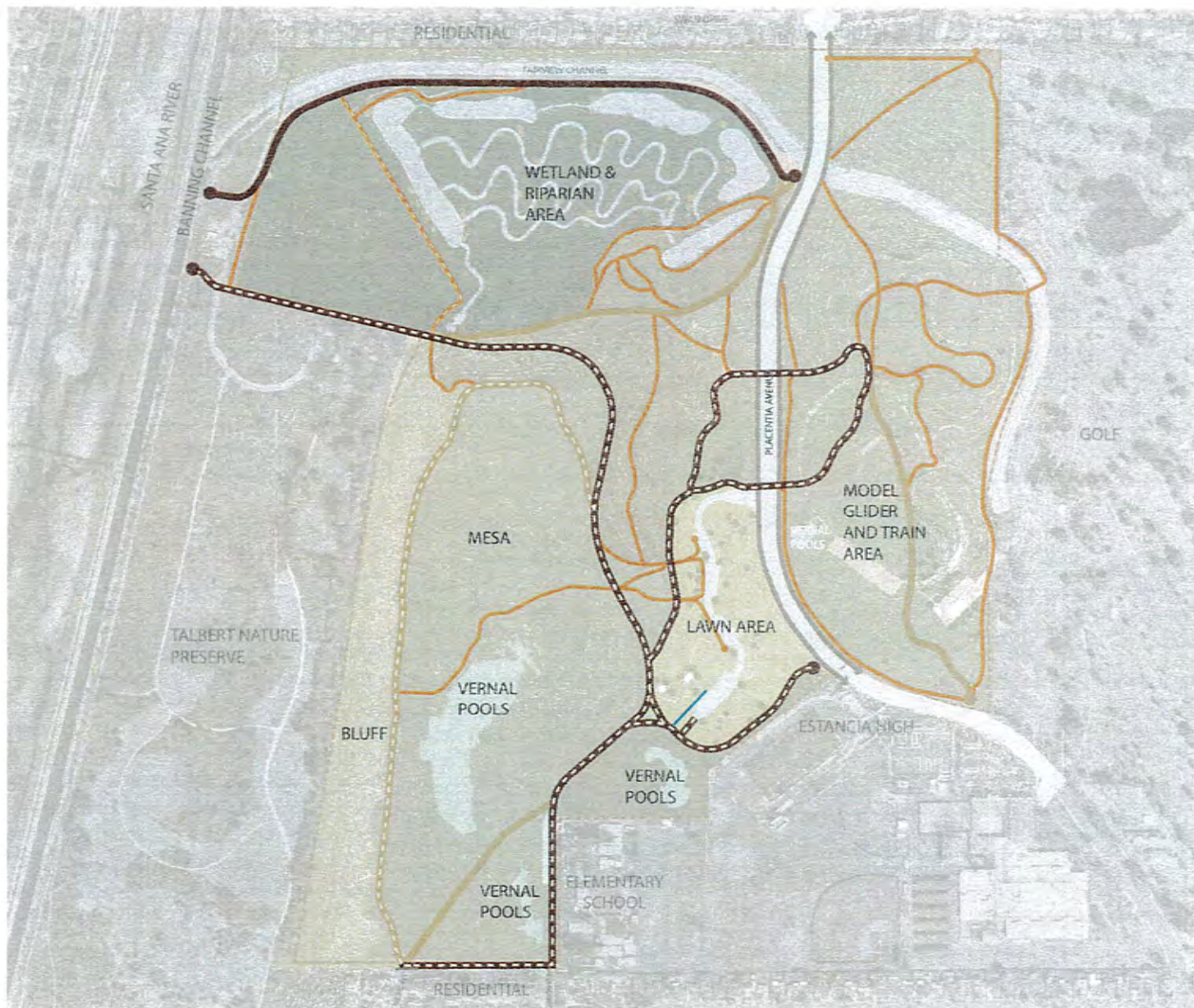
Trail delineators shall be utilized to protect and preserve sensitive cultural and biological resources by directing human movement around these areas. Because of the dynamic nature and seasonal movement of vegetation and sensitive wildlife species, trail delineation locations should be regularly evaluated for effectiveness in protecting resources.

Key Master Plan Update recommendations regarding trails are the following:

- Incorporate natural materials for fencing.
- Apply research-informed strategies for locating fences across the park.
- Fence-off biologically sensitive areas.
- Provide wildlife-friendly fencing.
- Ensure fencing allows for natural plant growth.

Trail delineators should be constructed of natural materials such as post and rope, or post wire materials. Wood post and rail fencing may be required in high traffic areas. To limit ground disturbing activities, posts are to be driven into undisturbed soil and not excavated or placed in concrete footings. When trails cross the vernal pool, alternative trail delineation is to be used that does not penetrate the soil including gabion baskets, or stacked wood fencing design.

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FAIRVIEW PARK  
CITY OF COSTA MESA

#### Trails Plan

#### LEGEND

- Multi-Purpose Trail
- Maintenance/Vehicular Access
- Primary Pedestrian Trail
- Secondary Pedestrian Trail
- Existing ADA\* Access Path
- Existing Sidewalk

\*ADA: Americans For Disabilities Act





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Trail delineators are to be placed two feet off the edge of trails. If no significant intrusion is apparent into the restoration areas, vernal pool areas, archaeological areas, vernal basins, or sensitive restoration areas, the delineators may be removed. Annual monitoring of intrusion into restoration areas should be implemented by the City of Costa Mesa with a biologist in order to evaluate the need for trail delineation. Each year sections of the delineator may be removed on a trial basis. The goal for this program is to maintain vigorous vegetation, stop erosion, and protect the vernal basins and archaeological sites with as little physical intrusion on the natural environment by way of delineators as is possible.

#### Park Furniture

Benches and picnic tables should be rustic in character and should be able to be installed without concrete footings, in order to avoid excavation into the archaeological remains. Wood and concrete should be the predominant materials. Wood should have a stained rather than painted surface. The same furniture should be used throughout the park. Trash receptacles should be simple metal trash cans with restraints. Drinking fountains should be sandblasted exposed aggregate concrete.

Key Master Plan Update recommendations regarding park furniture are the following:

- Use natural materials for park furniture.
- Retain and repair existing park furniture.

- Provide additional trash and dog waste receptacles.
- Ensure ADA accessible furniture.
- Install bike racks at park.
- Include benches to enhance the experience of views at the bluffs.
- Concentrate most furniture in the lawn area.

#### Lighting

Pedestrian scale security lighting should occur only in the developed parts of the park site (the entrance and picnic areas on the west side, and the parking lot and train station area on the

Trail Type / Mode of Travel	Width	Material
Pedestrian Trails / Walking and running	3'-4'	Compacted earth, decomposed granite
Multi-purpose Trail / Walking, running and non-motorized bicycle riding	8'	Compacted earth, decomposed granite, concrete or asphalt
Bike / Safety / Maintenance Trail / Walking and running and non-motorized bicycle riding and maintenance vehicles	8' paved trail with markings separating movement /	Concrete, or asphalt
Separated Bike / Safety / Maintenance Trail / Walking and running and non-motorized bicycle riding and maintenance vehicles	8' paved trail with 4' vegetated separation and 4' wide pedestrian trail	Compacted earth, decomposed granite, concrete, asphalt
Boardwalk / Walking and running and non-motorized bicycle riding and maintenance vehicles	8' wide	Wood or composite boards
ADA Accessible Pathways	6' wide paved trail	Stabilized decomposed granite, asphalt or concrete

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east side). The remainder of the park should not be lighted and should be closed to the public after dark. Light fixtures should be chosen which repeat the sandblasted exposed aggregate concrete and wood materials of the other park furniture.

#### Stairways

Existing stairway down the bluff should be repaired and maintained in good condition to match original design intent. Signage and adjacent trails should be designed to discourage use of informal trails on the bluff surface.

#### Nature Play

Play areas at the park should enhance the educational goals of the park and develop future community stewardship and appreciation of the unique features of the park. Traditional structured playground features are not desired at the park.

Key Master Plan Update recommendations regarding nature play are the following:

- Locate nature play features on the lawn or on the east side of the park.
- Create a centralized natural and educational play area.
- Utilize the site to enhance community education about the nexus between (1) human health and (2) ecological health and (3) conservation of natural open spaces.



Site Activity and Uses

#### FAIRVIEW PARK CITY OF COSTA MESA

#### PROPOSED SITE FEATURES

##### LEGEND

- Dense Planting
- Interest Nodes
- Trailhead Kiosk
- Fence
- Existing Tree
- New Tree At Parking Lot
- Area For Added Benches



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### Interpretive Area and Signing

The central interpretive area is intended to serve as a starting point for learning about the archaeological and natural features of the site. This area is not to contain buildings or tall structures. It is intended that the interpretive information be conveyed through low-level signage, castings at ground level and limited modeling. These components should be integrated into a flowing sculptural design that will draw visitors easily through the space. It should provide seating and provide space sufficient for small classes to gather and listen to a docent or experience the features being displayed. Signing throughout the site should be low level, visible, but inconspicuous. Low tilted bases of sandblasted concrete with brass or porcelain enamel signing should be considered.

### Park Structures

No new park structures are planned on the west side of the park. Instead of a park structure, a centralized outdoor area can serve the educational and orientation program function for education and interpretation on numerous topics related to the park.

On the east side, provide for a potential native plant growing space in a location that avoids impacts to native habitat. The growing space shall be planned and designed in consultation with a qualified restoration ecologist. Additionally, provide for an on-site maintenance and storage facility, or designated area for efficient storage and use of Fairview Park restoration tools and equipment, and to support the operations of the native plant growing space.

### Entrance

The design vocabulary of park entrances should be further refined to highlight the unique features of the park. The entrances, both to east and west should be designed to echo the other designed elements such as signage and site furnishings. Ornamental planting areas around the entrances and the developed portions of the site, on both the east and west, should be replanted with a variety of Southern California native and pollinator plant species. Introduce plantings that will occur in the naturally occurring habitats of the rest of the site. Priority should be given to removing invasive species, such as Pride of Madeira, from these high visibility areas.

### Parking lots

No new parking is proposed in this Master Plan Update, but the character of the parking lots should be maintained as rustic as their function will allow. For example, existing railroad tie boundaries should be replaced in kind. In the parking areas on the west side bordering the lawn, new trees should be incorporated to relieve the urban appearance and to mitigate the urban heat island effect. This is an ideal location for donated trees to be planted as all other locations of the site are not appropriate for tree donations.

### Irrigation

Temporary irrigation systems will be needed to establish the native habitat areas.

These systems should be installed with pipe on grade so that excavation in the archaeological area will not be needed, and so that the piping can be removed without damaging the plants when the growth is established. Where permanent irrigation system is to be installed, monitoring of the trenching should occur per the recommendations of the archaeological report. The City standards for irrigation equipment and installation will be applied.

### Erosion and Drainage Control

Construct erosion control measures along the western bluff. This measure will arrest the deteriorating land area and protect the CAL ORA-58 archaeological site.

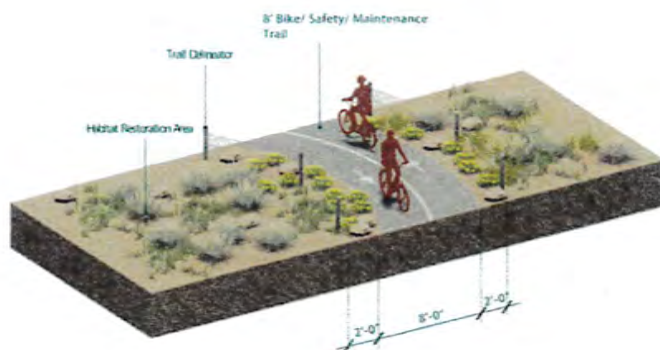
Construct the proposed drain in the area of Pacific Avenue. This improvement will relieve the flooding which occurs in the southern portion of the site, which is periodically affecting adjoining property.

### Removal of Improper Fill Soils

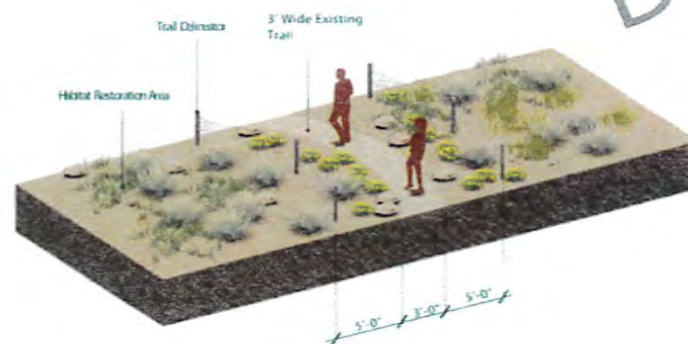
Remove the fill material that was deposited as a cap for the CAL ORA-58 archaeological site. This material contains asphalt, concrete, and other foreign material, which may further degrade the site. The removal of this material will be necessary before any restoration may begin in this area. Prior to the removal of the debris, a phasing plan is to be developed, which is to develop methods for preserving species of wildlife currently occupying the uneven terrain. Once the fill is removed, the area should be re-vegetated.



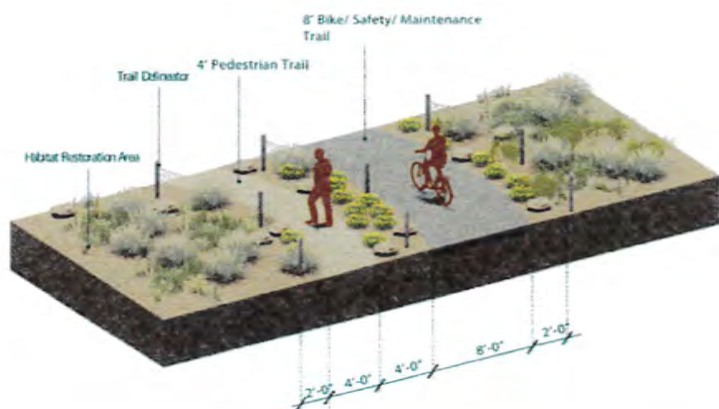
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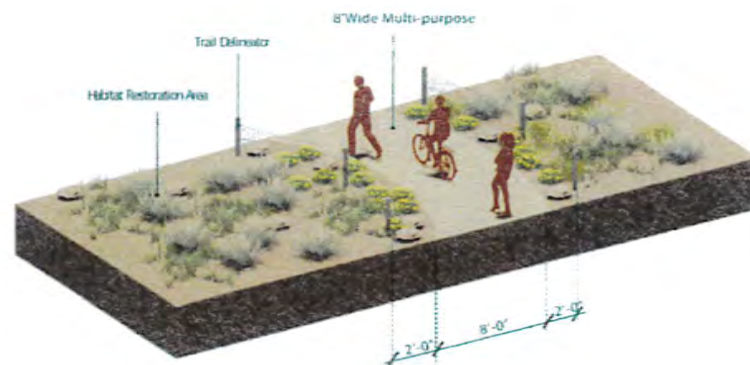
8' Wide Bike/ Safety/ Maintenance Trail



3' Wide Pedestrian Trail



Separated Bike/ Safety/ Maintenance Trail



8' Wide Multi-Purpose Trail

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#### Mesa and Bluffs

This area includes the vernal pools, coastal bluff scrub, and large areas of native grassland restoration. These are among the most sensitive areas in terms of important and unique habitat. This area would establish a firm direction for the total project, create interpretive opportunities, and offer important bluff top trails for public use. At the time of the fill soil removal from the area of the archaeological site, restoration of the native grasslands must be started. Due to the presence of vernal pools, this area may also offer the greatest opportunity for attracting outside financial participation.

#### Northwestern Lowlands

This area also offers large areas of sensitive habitat restoration, as it will contain alluvial scrub, and coastal strand. The area also will serve as the link to Talbert Nature Preserve to the west and south. With the completion of this segment, the major portion of the western park area will be completed as a contiguous habitat.

#### Group Picnic Area – Lawn Area

Improvements to gathering and picnic areas, as well as centralized education, interpretation and nature play features, will be located within the developed lawn area. Additionally, revegetation of bare and denuded areas along with new trail delineation and signage linking trail connections can be completed along with trail overlooks allowing views to the Pacific Ocean, Catalina and the restored northwestern lowlands.

#### East Side and Model Railroad Area

In addition to landscape enhancements and improvements to the picnicking sites, it is recommended that an on-site maintenance and storage facility, or designated area is incorporated for efficient storage and use of Fairview Park restoration tools and equipment. Additionally, proposed enhancements for the east side include a native plant growing space on the east side of Fairview Park in a location that avoids impacts to sensitive habitat. The growing space shall be planned and designed in consultation with a qualified restoration ecologist. The on-site maintenance and storage facility will also complement the operation of the native plant growing space.



# Appendices

Appendices completed as part of the Fairview Park Master Plan Update are summarized below.

Please visit [costamesaca.gov/fvmp](http://costamesaca.gov/fvmp) to review full appendices.

## Appendix A: Outreach Documents

This document includes a summary of community feedback gathered during the outreach process, as well as individual written responses collected from community meeting participants. This document also includes a description of outreach activities for each meeting conducted as part of the Master Plan Update project.

## Appendix B: Biological Resources Technical Report

This report contains an inventory of documented biological resources present in Fairview Park based on site investigations conducted during the Master Plan Update project, and documented species observations from other recently completed projects and biological studies. This report also includes an assessment of special-status plant and wildlife species present in Fairview Park, and a description of sensitive vegetation communities and habitat features.

## Appendix C: 2023 Vegetation Map and Habitat Restoration Opportunities Report

This report supports the Fairview Park Master Plan Update by providing an updated assessment of the park's vegetation communities, soils, and other site conditions to identify ecologically appropriate habitat restoration and enhancement opportunities. This report also outlines changes observed since the original Master Plan, completed restoration projects, and long-term vegetation targets to support the conservation of biological resources. In addition, this report contains a guide to support best practices for restoration projects, as well as a long-term invasive plant management plan, which are crucial to support the ecological health of the park and its sensitive habitats.

## Appendix D: Cultural, Tribal Cultural, and Paleontological Resources Assessment Report

This report includes a description of the site's cultural, tribal cultural, and paleontological resources, and a description of the site's prehistoric cultural setting. This report also synthesizes previously completed cultural resources and historical resources investigations completed at the site, as well as ethnographic information based on previous study. The report underscores the site's high sensitivity due to the site's extensive history of human occupation dating back over 3500 years. This report also establishes mitigation measures to protect the site's various sensitive cultural resources.



Photo by MIG Inc.







Fairview Park Master Plan Update Recommendations					
Rec. #	Consultant Team Rec. (June 2024)	Fairview Park Steering Committee Rec. (Oct. 2024).	Parks and Community Services Commission Rec. (Oct. 2025)	Location referenced in the Oct. 2025 Draft	Present in existing Master Plan (revised 2008)
1	Provide clearly defined trails and establish a designated trail system for the park.	As-is.	Include language to adhere trails plan to City's adopted Active Transportation Plan and south bluff stairs.	Pages 11, 64, 75-76	Yes, described in graphic master plan and environmental documentation.
2	Adopt design standards for the designated trail system, including widths, materials, and designated modes of travel by trail type.	As-is.	As-is.	Pages 75-76, 96-99	Yes.
3	Finalize and adopt the habitat restoration and enhancement opportunities technical report for Fairview Park.	As-is.	As-is.	Appendix C, Pages 78-85	Partially. Habitat restoration opportunities are described generally in the high value conservation areas including the vernal pools and associated grasslands.
4	Establish a boardwalk or similar pedestrian pathway allowing for pedestrian access in both wet and dry seasons from the north end of Pacific Avenue to the north end of Canyon Drive. The pathway shall be planned and designed in a manner that protects the integrity of the vernal pools and the vernal pool watersheds.	Establish functional and pedestrian pathways allowing for pedestrian access in both wet and dry seasons for approved trails (see Rec 1), including from the north end of Pacific Avenue to the north end of Canyon Drive. The pathway shall be planned and designed in a manner that protects the integrity of the vernal pools and the vernal pool watersheds.	As-is.	Pages 76, 82, 98	Yes, partially. Seasonal ponding and drainage issues are described generally in the area, and potential improvements are discussed to maintain use/access.
5	Provide for long-term preservation of the vernal pools and their associated watersheds using suitable fencing, interpretive displays, and the removal of unauthorized user-defined trails that have formed through the vernal pool watersheds.	As-is.	As-is.	Page 69, 75,81-82, 85, 96, Appendix B	Yes, partially. Fencing and other physical protective barriers are described in the 2008 master plan and adopted as mitigation measures in CEQA environmental documentation.
6	Relocate the fly field activity currently located within the vernal pool watershed, due to detrimental impacts to sensitive biological resources associated with the activity and required maintenance of the fly field. Staff is working with the model flying club to identify potential alternative flying sites for the activity.	Relocate the fly field activity currently located within the vernal pool watershed to outside Fairview Park, due to detrimental impacts to sensitive biological resources associated with the activity and required maintenance of the fly field.	As is. Revise to exploring outside of Fairview Park. (3-2)	Page 69, Appendix B	The 2008 Master Plan does not use the term "fly field", but refers to the "silent flyer launch/land site", which is to be adjacent to the restroom facility in the lawn area.
7	Revegetate and restore excessive areas of barren ground and exposed soil using ecologically appropriate native vegetation.	As-is.	As-is.	Pages 50, 102	Yes. Fill removal and native plant revegetation are identified in 2008 Master Plan and are adopted as a mitigation measure in the CEQA documentation.
8	Provide for a potential native plant growing space on the east side of Fairview Park in a location that avoids impacts to native habitat. The growing space shall be planned and designed in consultation with a qualified restoration ecologist.	As-is.	As-is.	Pages 11, 100, 102	No.
9	Provide for improved and updated signage and interpretive materials to highlight the exceptional conservation value of the site, and the importance of local and global biodiversity preservation.	As-is.	Add multi-language content, accessibility, all ages, and diversity of cultural perspectives.	Pages 12, 18, 55, 64, 67, 69, 73, 77, 100	Yes, partially. Interpretive opportunities are described in the 2008 Master Plan.
10	Utilize the site to enhance community education about the nexus between human mental and physical health, and ecological health and conservation of natural open spaces.	Utilize the site to enhance community education about the nexus between (1) human health and (2) ecological health and conservation of natural open spaces.	As is	Pages 77, 99	Yes, this theme is discussed partially in the 2008 plan.
11	Provide for improved and updated signage and interpretive materials to highlight the cultural history of the site, indigenous ecology, and to recognize the site's significance to tribal communities.	As-is.	As is	Pages 12, 55, 58, 64, 69, 73, 77, 100	Yes, partially. Interpretive opportunities are described in the 2008 Master Plan.
12	Provide for an on-site maintenance and storage facility, or designated area on the east side for efficient storage and use of Fairview Park restoration tools and equipment, and to support the operations of the native plant growing space.	As-is.	As is	Pages 100, 102	Yes, partially. A museum/multi-purpose building is shown on the east side of Placentia Ave.
13	Continue the current Master Plan recommendation that calls for unsuitable fill removal and restoration of the Fairview Park mesa.	Continue the current Master Plan recommendation that calls for the removal of unsuitable fill material (imported fill material placed on the Mesa in the late 1980s), protection of culturally sensitive resources, and habitat restoration of the Fairview Park mesa.	As is	Pages 11, 56, 65, 69, 71-72, 82, 87, 100, 102, Appendix C	Yes, fill removal is recognized in the 2008 Master Plan, which calls for the City to prepare a phasing plan to remove the unsuitable fill in a manner that protects the vernal pools, sensitive biological resources, and prevents damage to the cultural resources site.
14	Continue the current Master Plan recommendation that calls for stabilization and restoration of the Fairview Park west bluffs.	Continue the current Master Plan recommendation that calls for stabilization and habitat restoration of the Fairview Park west bluffs to protect natural resources and public safety.	As is	Pages 64, 71, 83, 88-89, Appendix C	Yes.
15	Continue the operation of the model train railroad facilities, and integrate environmental interpretive content and ecological enhancements along the model train network to provide educational opportunities to the youth while onboard the model train circuit.	Continue the operation of the model train railroad facilities, and integrate environmental interpretive content and ecological enhancements along the model train network to provide educational opportunities to all ages while onboard the model train circuit.	As is	Pages 3, 57, 59, 67, 73	Yes.
16	Adopt the Maintenance, Operations, and Management Plan for Fairview Park, including the Invasive Species Management Plan for Fairview Park.	Develop and adopt the Maintenance, Operations, and Management Plan for Fairview Park, including the Invasive Plant Species Management Plan for Fairview Park.	Broaden scope to address public safety, enforcement with adequate staffing resources and/or technology.	Pages 81-86, Appendix C	No. No O&M plan was prepared at the time of the 2008 Master Plan.

Rec. #	Consultant Team Rec.	Fairview Park Steering Committee Rec.	Parks and Community Services Commission Rec.	Location referenced in the Oct. 2025 Draft	Present in existing Master Plan (revised 2008)
17	Continue to build community partnerships with local organizations invested in environmental conservation, and expand opportunities to participate in community-based restoration, stewardship, and nature-based educational activities.	Continue to build partnerships with organizations invested in environmental conservation, and expand opportunities to participate in community-based restoration, stewardship, and nature-based educational activities.	As is.	Page 64, 77	Yes, partially.
18	Provide continuing opportunities for tribal coordination and participation in the implementation of the Updated Fairview Park Master Plan.	As-is.	Revise to include participation in public facing communications around historical storytelling.	Pages 10-11, 39-40, 82, Appendix D	No.
19	Provide an ADA-accessible pathway from the main parking lot to the existing paved multipurpose path west of the main parking lot.	Provide ADA-accessible pathway(s) from the main parking lot to the existing paved multipurpose path west of the main parking lot.	As is.	Pages 96, 98	No.
20	Provide a service and emergency vehicular access point into the park from Pacific Avenue, to be accessible only by authorized public safety vehicles and maintenance vehicles.	Provide an emergency and service vehicular access point into the park from Pacific Avenue. Develop protocol guidelines for vehicular use of this access point.	As is.	Page 75, 96	Partially. 2008 Master Plan calls for a small parking lot at the northern terminus of Pacific Ave.
21	Provide for the incorporation of a central interpretive area.	As-is.	As is.	Page 99-102	Partially. The 2008 Master Plan reflects multiple small interpretive areas in the park.
22	Incorporate viewing platforms and scenic viewpoint features to enhance environmental interpretive opportunities while preserving sensitive features.	As-is.	As is.	Page 82	Yes.
23	Incorporate a nature play area near the central interpretive area.	Incorporate nature play elements throughout the park and a nature play area within the existing lawn area.	As is	Page 11, 64, 81, 99, 102	Partially. The 2008 Master Plan shows a small play area on the south end of the park near Canyon Drive, but not in the lawn area.
24	Incorporate a native pollinator area to attract butterflies and other pollinators. The native pollinator area would replace the ornamental vegetation including invasive species currently located in the planter area.	As-is.	As is	Pages 68, 100	No. The 2008 Master Plan shows a small play area on the south end of the park.
25	Based on community input - consider renaming the site to reflect the site's natural and cultural resources.	Modify and refine the name of the Fairview Park site to a more nature-oriented name, such as "Fairview Nature Park" to reflect the site's exceptional natural resources, significant conservation value, and lasting legacy as Costa Mesa's premier natural open space asset.	As is	N/A	No.
26			Request City Council to consider the impact of Measure AA and the possibility that elements of the Master Plan Update may need a public vote.		

Note: On October 15, 2025 the Fairview Park Steering Committee reviewed the Fairview Park Master Plan Draft. Discussion ensued with no formal vote and/or recommendation changes. The Committee verbally re-emphasized their recommendation that Fairview Park should be renamed and that the fly field should be relocated out of Fairview Park.



# CITY OF COSTA MESA

77 Fair Drive  
Costa Mesa, CA 92626

## Agenda Report

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**File #:** 25-603

**Meeting Date:** 12/2/2025

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**TITLE:**

AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NEWPORT BEACH  
FOR USE OF BEDS AT THE COSTA MESA BRIDGE SHELTER

**DEPARTMENT:** CITY MANAGER

**PRESENTED BY:** NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

**CONTACT INFORMATION:** NATE ROBBINS, 714-754-5274

**RECOMMENDATION:**

Approve Amendment No. 2 (**Attachment 1**) to the Memorandum of Understanding with the City of Newport Beach, reducing their allocation of beds at the Costa Mesa Bridge Shelter from twenty-five (25) to twenty (20) and adjusting their associated costs, accordingly.

**BACKGROUND:**

On December 15, 2020, the City of Costa Mesa (City) entered into a Memorandum of Understanding (MOU) with the City of Newport Beach for the provision of emergency shelter beds at the Costa Mesa Bridge Shelter (Shelter) located at 3175 Airway Ave, Costa Mesa. The MOU provided Newport Beach with exclusive rights to twenty (20) beds for use by its residents. In exchange for the exclusive use of these beds, Newport Beach agreed to pay the City \$50,000 per bed, for an annual cost of \$1,000,000.

On July 1, 2023, the City executed Amendment No. 1 to the MOU, increasing Newport Beach's allocation of beds from twenty (20) to twenty-five (25). The cost of the original twenty (20) beds remained at \$50,000 each; however, the cost of the five (5) additional beds increased to \$55,000 each, or \$275,000 annually. Combined, Newport Beach's annual cost for use of up to twenty-five (25) beds was \$1,275,000. Further, Amendment No. 1 afforded Newport Beach the right to use up to five (5) additional beds, as available, for a cost of \$155 per bed, per day.

Both the MOU and Amendment No.1 included provisions for annual cost increases based on the percentage increase in the Consumer Price Index (CPI) for the preceding twelve-month period. Currently, based on these CPI adjustments, Newport Beach's total annual cost for use of up to twenty-five (25) beds is \$1,359,219, which is \$54,369 per bed, per year, or \$148.96 per bed, per day.

The City of Newport Beach desires to reduce its allocation of beds from twenty-five (25) to twenty (20), while maintaining its ability to utilize up to five (5) additional beds, as available. Newport Beach's bed utilization has been trending down over the past 12 months, with its average occupancy over the past 60 days at 15-17 beds.



**ANALYSIS:****Bridge Shelter Operational Expenses**

The City of Costa Mesa conducted an analysis to determine the City's total annual cost to operate the Bridge Shelter. The "Cost Per Bed Analysis" (**Attachment 2**) concluded that the Shelter's total annual operating cost is \$5,056,975, which is \$59,494 per bed, per year, and \$163 per bed, per day. The annual cost per bed is calculated by dividing the total annual cost by eighty-five (85) beds, rather than the Shelter's maximum capacity of one hundred (100) beds, as the Orange County Health Care Agency (OCHCA) reimburses the City for 100% of the operational costs to provide fifteen (15) behavioral health beds through the Behavioral Health Bridge Housing Program. The cost per bed, per day is calculated by dividing the annual cost per bed of \$59,494 by 365 days.

**Impact of Newport Beach's Reduction in Beds**

With respect to the updated figures outlined in the *Cost Per Bed Analysis*, reducing Newport Beach's bed allocation from twenty-five (25) to twenty (20) will decrease their total Fiscal Year 2025-26 cost from \$1,359,219 to \$1,200,182, a reduction of \$159,037. However, the cost to utilize up to five (5) additional beds, as available, will increase from \$148.96 per bed, per day to \$163 per bed, per day.

**Term of the MOU**

Amendment No. 2 will bifurcate the term of the MOU into two (2) parts: the Initial Term and the Secondary Term. The Initial Term will commence upon execution of Amendment No. 2 and expire on June 30, 2026. The Initial Term provides Newport Beach exclusive use of up to twenty (20) beds at the Bridge Shelter at an annual cost of \$59,494 per bed, as well as use of up to five (5) additional beds, as available, at a cost of \$163 per bed, per day.

The Secondary Term will begin on July 1, 2026, and expire on December 31, 2026. Upon commencement of the Secondary Term, Newport Beach will no longer have exclusive access to beds at the Bridge Shelter but will have continued access to Shelter beds, as available, at a cost per day to be determined. In 2026, the City will begin new contracts with a Kitchen Operator and Shelter Operator, which may result in a per diem increase.

Upon expiration of the Secondary Term, Newport Beach will no longer have access to beds at the Bridge Shelter. Prior to termination of the MOU, City staff will make every effort to relocate Newport Beach clients to alternative housing options. Clients unable to be relocated, if any, will be transported back to Newport Beach.

**ALTERNATIVES:**

The current MOU with Newport Beach expires on December 16, 2025. The City Council can deny the recommendation, allow the MOU to expire, and direct staff to coordinate with Newport Beach to immediately relocate their residents currently residing in the Shelter.

Alternatively, the Council can direct staff to update Amendment No. 2 to allow Newport Beach exclusive access to Shelter beds beyond the expiration of the Initial Term on June 30, 2026.

**FISCAL REVIEW:**

The Fiscal Year 2025-26 impact for reducing Newport Beach's bed allocation from twenty-five (25) to twenty (20) will decrease their total annual cost from \$1,359,219 to \$1,200,182, a net decrease of \$159,037 to the Housing Authority Fund (Fund 222).

**LEGAL REVIEW:**

The City Attorney has approved Amendment No. 2 as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

Diversify, stabilize and increase housing to reflect community needs.

Strengthen the public's safety and improve the quality of life.

**CONCLUSION:**

Staff recommends the City Council approve Amendment No. 2 to the Memorandum of Understanding with the City of Newport Beach, reducing their allocation of beds at the Costa Mesa Bridge Shelter from twenty-five (25) to twenty (20) and adjusting their associated costs, accordingly.

**AMENDMENT NO. TWO TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF COSTA MESA AND  
THE CITY OF NEWPORT BEACH**

This AMENDMENT NO. TWO TO **MEMORANDUM OF UNDERSTANDING** (“Amendment No. Two”) is dated as of December 2, 2025 (“Effect Date of Amendment No. Two”), and entered into by and among the City of Costa Mesa, a municipal corporation organized and existing under California law (“Costa Mesa”) and the City of Newport Beach, which is a California charter city (“Newport Beach”), (cumulatively the “Parties,” and at times individually a “Party”), with reference to and in consideration of the following:

**RECITALS**

- A. On December 15, 2020, Newport Beach and Costa Mesa entered into a Memorandum of Understanding (“Agreement”) for the provision of temporary housing, and the provision of certain services to individuals experiencing homelessness located within the boundaries of the Parties at the property located at 3175 Airway Avenue, in the City of Costa Mesa (“Property”);
- B. On July 1, 2023, Newport Beach and Costa Mesa executed Amendment No. One, amending certain aspects of the Agreement;
- C. Newport Beach is currently allocated twenty-five (25) beds and Costa Mesa is allocated seventy-five (75) beds for use by individuals experiencing homelessness in Newport Beach and Costa Mesa, respectively;
- D. Newport Beach intends to reduce their number of allocated beds from twenty-five (25) to twenty (20), with up to five (5) of Costa Mesa’s allocated beds optionally available for use by Newport Beach as provided for herein;
- E. The Parties desire to enter into this Amendment No. Two to decrease Newport Beach’s allocation from twenty-five (25) to twenty (20) beds, memorialize availability and cost of up to five (5) Costa Mesa beds for use by Newport Beach and, accordingly, adjust Newport Beach Operations Payment to cover the associated costs.

**AGREEMENT**

Section 3.1 of the Agreement shall be amended in its entirety and replaced with the following:

**“3.1 Initial Term and Secondary Term.** This amendment will have two (2) terms. The Initial Term will be effective upon execution of Amendment No. 2 and expire

on June 30, 2026. The Secondary Term will begin on July 1, 2026, and shall expire on December 31, 2026. There shall be no extensions of this MOU.”

Section 4.3 of the Agreement shall be amended in its entirety and replaced with the following:

**“4.3 Newport Beach Annual Contribution for Operational Costs.** Upon execution of this Amendment No. 2, Newport Beach shall be obligated to pay a monthly operational cost of Ninety-Nine Thousand One Hundred Fifty-Six Dollars and Sixty-Seven Cents (\$99,156.67) (“Newport Beach Operations Payment”), which is specifically to provide for the operational costs of Fifty-Nine Thousand Four Hundred Ninety-Four Dollars (\$59,494.00) per each of the twenty (20) beds of which Newport Beach has use rights as provided herein, for the Initial Term of the Agreement. Further, during the Initial Term, Newport Beach’s cost shall be \$163.00 per bed, per day, for use of each Costa Mesa bed made available to Newport beach as provided for in Section 4.7.

In addition, upon initiation of the Secondary Term, as provided for in Section 4.7 hereof, Newport Beach shall no longer have exclusive access for up to twenty (20) beds at the Bridge Shelter, but it shall have continued access to Costa Mesa beds, as available, and shall pay a cost equal to Costa Mesa’s actual daily per-bed cost (to be determined by Costa Mesa at a later date, subsequent to the execution of updated Shelter and Kitchen Operator Agreements) for the use by Newport Beach referrals. Newport Beach shall be billed monthly for the use of these Costa Mesa beds.”

Section 4.4 (“**CPI Increases**”) is deleted in its entirety since the Agreement ends after one year.

Section 4.7 of the Agreement shall be amended in its entirety and replaced with the following:

**“4.7 Allocation of Beds.** Newport Beach will work collaboratively with Costa Mesa to ensure the Central SPA cities are coordinating with the County and that the shelter beds addressed in this Agreement are prioritized to meet the greatest needs of both Parties. During the Initial Term, Costa Mesa will have exclusive access to eighty (80) beds and Newport Beach will have exclusive access to twenty (20) beds for its referrals. However, at Costa Mesa’s sole discretion, and only after exhausting the Wait List for Costa Mesa interested parties, up to five (5) of Costa Mesa’s beds may be made available to person(s) referred by Newport Beach.

During the Secondary Term, Newport Beach will no longer have exclusive access to beds at the Bridge Shelter. However, Newport Beach will have continued access to Costa Mesa beds, as available, at a daily per-bed cost to be determined later, subsequent to the performance of an updated cost per bed analysis.

The Parties expressly agree that it is the Parties' intent to transition Shelter Residents to long-term stable housing and Newport Beach's consent shall be required to continue to house any person referred by Newport Beach at the shelter for more than six (6) months."

Section 4.8 of the Agreement shall be amended in its entirety and replaced with the following:

**"4.8 No Subletting.** Subletting of Beds will not be allowed. Newport Beach shall be allocated use of twenty (20) beds for Newport Beach to refer homeless individuals deemed by Newport Beach to be highest priority persons referred to the Project by Newport Beach over time."

### **INTEGRATED AGREEMENT**

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement and Amendment No. One shall remain unchanged and shall be in full force and effect.

**[SIGNATURE PAGE(S) TO FOLLOW]**



**IN WITNESS WHEREOF**, the Parties to the Agreement have caused this Amendment No. Two to be executed by each of their duly authorized officers as follows:

Dated: December \_\_, 2025

CITY OF COSTA MESA

By: \_\_\_\_\_  
Cecilia Gallardo Daly  
City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

ATTEST

\_\_\_\_\_  
Brenda Green  
City Clerk

Dated: December \_\_, 2025

CITY OF NEWPORT BEACH

By: \_\_\_\_\_  
Grace Leung  
City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
Aaron C. Harp  
City Attorney

ATTEST

\_\_\_\_\_  
Lena Shumway  
City Clerk

# Housing Authority - Homeless

## FY 2025-26 Annual Adopted Budget

### Cost Per Bed Analysis

#### Summary

# of Beds Maximum Occupancy	100
# of Beds - Costa Mesa	60
# of Beds - Newport	25
# of Beds - BHBH	15

	Outreach & Shelter
Financial Summary	FY 2025-26 Homeless Adopted Budget (Same as Amended)

#### Expense

Salaries and Benefits	1,535,537
Maintenance and Operations	
Bracken's Kitchen	401,600
Mercy House	2,185,286
Assistance	-
Utilities	57,100
Other Maint. & Operations	142,810
<b>Total Operating Expenses</b>	<b>4,322,333</b>
Estimated Annual Set Aside for Major Repairs	138,300
Indirect Costs	596,342
<b>Total Expenses</b>	<b>5,056,975</b>

<b>Annual Cost Per Bed</b>	<b>59,494</b>
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# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-583

**Meeting Date:** 12/2/2025

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**TITLE:**

**PROVIDE DIRECTION TO STAFF TO EXPLORE TWO CITY BALLOT INITIATIVES PERTAINING TO TRANSIENT OCCUPANCY TAX AND BUSINESS LICENSE TAX**

**DEPARTMENT:** FINANCE DEPARTMENT

**PRESENTED BY:** CAROL MOLINA, FINANCE DIRECTOR

**CONTACT INFORMATION:** CAROL MOLINA, FINANCE DIRECTOR, (714) 754-5036

**RECOMMENDATION:**

Staff recommends the City Council:

1. Provide direction to staff to explore placement of potentially two ballot initiatives in the November 2026 elections to consider an increase in the City of Costa Mesa's Transient Occupancy Tax (Hotel tax) and/or Business License Tax.

**BACKGROUND:**

**Transient Occupancy Tax (Hotel Tax)**

The City's first Hotel Tax went into effect in 1978 at a rate of 6%. In 2010, the City Council approved a ballot measure to increase the Hotel Tax from 6% to 8%, which was approved by the voters on November 2010.

Transient Occupancy Tax and Business License Tax revenues go into the City's general fund, providing flexible, non-property tax revenues that can be used for any municipal purpose the City Council directs, such as funding Public Safety, Capital Projects, etc. Per Costa Mesa Municipal Code 16-68, for the privilege of occupancy in any hotel or motel, each transient is subject to and shall pay a tax in the amount of 8% of the rent charged by the operator. The tax constitutes a debt owed by the transient to the City which is extinguished only by payment to the operator or to the City. The transient shall pay the tax to the hotel or motel operator at the time the rent is paid. Each operator shall file, on or before the last day of the month following the close of each calendar quarter or of such different reporting period as may be established by the Finance Department, a return to the Finance Department on forms provided by it, the total rents charged and received, the amount of tax collected for transient occupancies, and other information as reasonably required by the Finance Department. At the time the return is filed, the full amount of the tax collected shall be remitted to the Finance Department.

### Business License Tax (Business Tax)

The City first adopted a Business License Tax by establishing Section 9-1 of the Municipal Code in April 1985.

Per Costa Mesa Municipal Code 9-1, every person conducting, carrying on, or engaging in any business shall pay a business tax to the City as hereinafter set forth. Costa Mesa collects business license taxes based on gross receipts, which is a commonly used methodology. Business taxes are a fixed amount per gross receipt level and range from \$25 in gross receipts tax for \$0 - \$25,000 to a maximum tax of \$200 for gross receipts of \$500,000 and higher.

To date, the Business License Tax structure has not been amended or modified.

### ANALYSIS:

#### **Hotel Tax:**

Several surrounding cities to Costa Mesa currently have a higher transient occupancy tax rate than 8%, ranging from 10% - 15% (e.g., Newport Beach, Santa Ana, Long Beach, Anaheim), and therefore an examination of a potential increase is warranted. Based on reported gross revenues from Costa Mesa hotels in Fiscal Year 2024-25, every 1% increase in the Transient Occupancy Tax rate would potentially result in approximately \$1 million in additional General Fund revenue to the City.

#### **Business License Tax:**

Costa Mesa's business license taxes generally lag tax rates of nearby cities, particularly at the higher gross receipt levels. For example, a business with \$5 million in gross receipts in Costa Mesa pays \$200 business license tax, while the same business in Anaheim pays \$475, and in Santa Ana pays \$3,314. Some cities, such as Long Beach and Newport Beach, charge business license taxes based on the number of employees as opposed to gross receipts and therefore would not be an identical comparison. However, in absolute terms, when comparing the business tax levels of Costa Mesa to Long Beach and Newport Beach, Costa Mesa tax rates are significantly lower at all levels. For example, a business with only 5 employees would pay \$535 in Long Beach, and \$284 in Newport Beach, whereas the *maximum* business license tax paid currently in Costa Mesa is \$200. By simply adding additional revenue categories from the gross receipts level of \$500,000 and higher, thereby aligning Costa Mesa with neighboring cities, and adding correspondingly higher levels of business tax in those added categories, Costa Mesa would increase revenues without negatively impacting the smaller local businesses. Costa Mesa currently has greater than 1/3 of its total registered businesses with estimated annual gross receipts of \$500,000 and greater and therefore would see a significant positive revenue impact by adding further granularity and corresponding higher business taxes for those larger gross receipts categories.

City Staff highly recommends no financial change in business license tax for small businesses. A small business will be defined depending on the potentially recommended new structure for the business license tax.

**FIPAC:**

At its October 1, 2025, meeting, FIPAC voted to establish an Ad Hoc committee to evaluate the feasibility of placing a Business License Tax and/or a Transient Occupancy Tax (Hotel Tax) increase measure on the November 2026 ballot. Subsequently, at its November 12, 2025, meeting, FIPAC unanimously approved a motion to formally request that the City Council authorize City staff, in coordination with FIPAC, to conduct a comprehensive review and analysis of both the Business License Tax and Transient Occupancy Tax as potential revenue sources for the City. This review may inform the development of a ballot initiative for consideration in the November 2026 Election.

Staff has prepared a suggested timeline (Attachment 1), should City Council consider placing one or more ballot measures on the November 3, 2026, Ballot.

**ALTERNATIVES:**

City Council may choose to:

1. Receive and file the report and decline to have staff work on the potential ballot initiative(s).
2. Provide staff direction to work on the review and analysis of one or two of the proposed ballot measures.

**FISCAL REVIEW:**

The fiscal impact to place an initiative on the previous November ballot was \$25,000. The cost of citywide mailings was approximately \$10,000.

City revenues would potentially increase by \$1 million for every additional 1% that the Transient Occupancy Tax (Hotel Tax) above the current 8%.

City's revenues would potentially increase in line with the percentage rise of any business license tax increases; however, the estimated absolute amount of the increase to City revenues would be contingent on the extent and structure of the increases from current levels within each revenue category.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this report for legal content and approved it as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goal:

- Achieve Long-Term Fiscal Sustainability



**CONCLUSION:**

Staff is seeking direction whether to do a comprehensive review and analysis in connection with potentially placing one or more ballot measures on the November 3, 2026 ballot to increase the Transient Occupancy Tax and/or the Business License Tax. By increasing these taxes, the City achieves the goals of both an increase to total revenues, as well as increasing the diversity of revenues.



**CITY OF COSTA MESA  
FINANCE DEPARTMENT**

**Suggested Timeline to Place Measure on the November 3, 2026 Ballot:**

- October 1, 2025: FIPAC takes action to create an ad hoc committee for two ballot measures (Hotel Tax and Business License Tax).
- November 2025: Potential FIPAC special meeting
- November 12, 2025: FIPAC ad hoc committees provide feedback on potential ballot measures.
- December 2, 2025: City Council provides direction for staff to explore placement of two ballot measures on the November 3, 2026 ballot; **Hotel Tax** (Transient Occupancy Tax) and **Business License Tax**.
- December 2025 to March 2026: Work with outside consultant to receive public input/polling.
- March/April 2026: Presentation to City Council.
- June/August 2026: City Council approves election resolutions calling for the November 3, 2026 election.
- June/August 2026: Suggested day for ballot measure to be approved to be placed on the November 3, 2026 ballot, approving ballot title and summary, directing City Attorney to prepare impartial analysis.
- June/August 2026: Last date to file direct arguments and impartial analysis with the City Clerk
- June/August 2026: Last date to file rebuttal arguments with the City Clerk.
- August 2026: Absolute last date for City Clerk to deliver resolution placing a measure on the ballot to Registrar and request election consolidation. [*Note: highly suggested to file earlier*]
- November 3, 2026: Election Day
- December 1, 2026: City Council accepts certification of the election results by the ROV (alternative December 8, 2026).



# CITY OF COSTA MESA

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 25-596

**Meeting Date:** 12/2/2025

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**TITLE:**

**EMPLOYMENT AGREEMENT FOR CITY MANAGER**

**DEPARTMENT:** CITY ATTORNEY

**PRESENTED BY:** KIMBERLY HALL BARLOW, CITY ATTORNEY

**CONTACT INFORMATION:** (714) 446-1400

**RECOMMENDATION:**

Consider and approve the proposed agreement: (Attachment 1) with Cecilia Gallardo-Daly to serve as City Manager commencing December 2, 2025.

**BACKGROUND:**

The City Manager's position has been vacant since May 6, 2025. The City Council previously met in closed session and directed the City Attorney to negotiate terms of an employment agreement with Interim City Manager Cecilia Gallardo-Daly.

**ANALYSIS:**

In the absence of a contract, the City Manager's employment would be governed solely by the California Government Code, the Costa Mesa Municipal Code and adopted Council Policies and Resolutions. Costa Mesa Municipal Code sections 2-97 and 2-224.5 make provisions for employment of the City Manager and expressly authorize the Council to vary these provisions by contract.

The proposed contract is for a term of three (3) years. Key terms of the contract include a proposed salary of \$320,000 annually, deferred compensation of \$50,000 annually, the same benefits as provided to other City executives, use of a City automobile, forty (40) hours of executive leave per year; the Mayor and City Council may award Employee an additional sixty (60) hours of executive leave annually. The contract is terminable at will, except within ninety (90) days after any municipal election for the selection or recall of one or more of the members of the City Council. If termination is without cause, there would be a severance payment of one year's base salary. Termination with cause would not require any severance payment.

**ALTERNATIVES:**

Do not approve the agreement and give further direction to staff.

**FISCAL REVIEW:**

The proposed base salary for the City Manager would be \$320,000 annually, with the caveat that the base salary is at least 10% higher than the highest paid executive. On July 1, 2026, a 10% compaction issue with the Assistant City Manager classification is expected to raise the annual base salary to \$328,296. In addition, the City would contribute \$50,000 annually starting in January 2026, increasing by \$5,000 every year

thereafter, subject to the maximum contribution limits allowed by Federal Law to a 401(a) deferred benefit account on behalf of Ms. Gallardo-Daly. The contract also provides for a City assigned vehicle fully covered by the City (includes maintenance, repair, and insurance). All other benefits package matches those that are currently provided to City Executive employees, which would also apply to Ms. Gallardo-Daly.

The estimated annual fiscal impact of the attached agreement for the City Manager's services is \$451,700, \$320,000 in salary and \$131,700 in benefits; not inclusive of the City assigned vehicle. The FY 2025/26 City Manager General Fund budget has sufficient appropriations to cover this contract. Future budgets will include the anticipated costs for this agreement.

**LEGAL REVIEW:**

The City Attorney prepared this report and the proposed agreement and approves them as to form.

**CITY COUNCIL GOALS AND PRIORITIES:**

Recruit and retain high-quality staff.

**CONCLUSION:**

The Council is requested to discuss the proposed agreement and corresponding salary resolution and authorize their execution by the Mayor and City Attorney as determined by the Council.

**CITY OF COSTA MESA AGREEMENT FOR  
THE OFFICE OF CITY MANAGER**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of December, 2025 by and between the CITY OF COSTA MESA, State of California, a Municipal corporation, hereinafter referred to as "the City" and Cecilia Gallardo-Daly, hereinafter referred to as "Employee."

**RECITALS:**

WHEREAS, the City desires to retain the services of Employee as City Manager of the City of Costa Mesa; and

WHEREAS, the City Council of the City of Costa Mesa desires to provide certain benefits, establish certain conditions of employment and to establish working conditions for Employee; and

WHEREAS, Employee desires to provide said services as City Manager to the City under the terms and conditions hereinafter set forth; and

WHEREAS, Employee represents that she is willing and qualified to provide such services to the City;

WHEREFORE, in consideration of the respective mutual covenants and promises hereinafter contained and made subject to all of the terms and conditions hereof, the parties hereto do hereby agree as follows:

**1. DUTIES**

- (a) The City hereby agrees to retain the services of Employee as City Manager to perform the functions and duties specified in Title 2, Chapter IV, Article 2 of the Costa Mesa Municipal Code and to perform other legally permissible and proper duties and functions as designated by the City Council from time to time.
- (b) Employee shall prepare and implement an annual plan of Organizational Goals and Objectives to be discussed with and approved by City Council which will be incorporated into an annual evaluation tool to assess performance.
- (c) Employee may exercise only those powers expressly granted to her as City Manager through the Costa Mesa Municipal Code, any Resolution, or any minute action of the Council.
- (d) Employee will conscientiously and loyally perform all of the duties, expressed or implied, required of her by the terms of this Agreement, the Costa Mesa Municipal Code, and the duties that may be delegated to her by the Council. Employee understands and agrees that she shall:



- (i) Devote her time, ability and attention to matters of City and the City Council of not less than the regular business hours of the City.
  - (ii) Perform her duties within the budget adopted by the Council.
- (e) The City Manager will not, without the prior consent of the Council, do or agree to do, any of the following acts:
  - (i) Borrow any amount of money on behalf of the City;
  - (ii) Enter into any contract on behalf of the City in excess of the limits established by ordinance or resolution;
  - (iii) Expend any amount in excess of the amounts budgeted for expenditure by the Council except as permitted within the City's adopted ordinance, resolution or policy regarding the City Manager's budget authority;
  - (iv) Sell any assets of the City except in strict accordance with the City's adopted ordinance, resolution or policy on disposition of surplus property.

## **2. TERMS OF AGREEMENT**

- (a) Employee agrees to remain in the exclusive employment of the City and not to become otherwise employed while this Agreement is in effect, without approval from the City Council. Employee agrees that any other employment engaged in by her shall not interfere with the performance of her duties under this Agreement.
- (b) The term of this Agreement shall commence on December 2, 2025, or such earlier date that Employee and City agree, and remain in effect for a period of three (3) years or until terminated by either party hereto as provided herein.
- (c) This Agreement in its entirety may be renegotiated at any time so long as City and Employee desire and mutually agree to such terms in writing.
- (d) City Manager and the City Council ad hoc committee shall jointly develop performance goals to be used to evaluate the annual performance of the City Manager at the commencement of Employee's term of employment. The Mayor and City Council shall conduct a performance evaluation by July 30, 2026, which is approximately six months after commencement of Employee's term of employment, and annually thereafter by no later than August 1st in each year during the term of this Agreement. The Mayor, City Council and City Manager shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year. The Human Resources Manager and the City Attorney shall coordinate to ensure that this review process is initiated each year. The Mayor, City Council and City Manager shall

further establish a relative priority among those various goals and objectives, said goals to be reduced to writing. These objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided, subject to and taking account of unexpected circumstances which may arise during any particular performance period which requires an adjustment to expectations for implementation of goals and objectives and related costs, if any. The failure of the Mayor/City Council to define such goals and performance objectives, and/or to reduce them to writing shall not affect the parties' rights to terminate this Agreement. In the event the performance evaluation results so warrant, there shall be agendaized for discussion as provided for by law any pay or benefit enhancements the Mayor and City Council may feel is warranted. Any revisions to compensation, term or benefits shall be required to be considered and approved only at an open and public meeting. Future annual performance evaluations shall be measured against Employee's achievement of the goals set forth in the previous year's annual performance evaluation. In addition to the required annual performance evaluations, the Mayor and City Council may schedule performance evaluations of Employee as they may deem necessary.

### **3. TERMINATION**

- (a) This Agreement may be terminated by the City Council for cause or misconduct by Employee. After giving notice to Employee that this Agreement is terminated for cause or misconduct, the City shall have no obligation to continue the employment of Employee or to provide compensation or benefits, including severance. For purposes of termination, "cause" is defined as willful breach of duty by Employee in the course of employment or habitual neglect of duty by Employee in the course of employment or continued incapacity of Employee to perform the duties of employment as City Manager. Cause may also include Employee being charged with, or entering a guilty plea or plea of nolo contendere to, or being convicted of, an offense which is a felony or crime of moral turpitude in the State of California; Employee's willful misconduct or gross negligence; or Employee's act of material dishonesty with or theft from the City.
- (b) This Agreement may be terminated by the City Council without cause at any time. If Employee is terminated by the City Council without cause, then Employee is entitled to one year's Base Salary as severance pay. In no event, however, shall Employee ever receive more than eighteen (18) months' severance pay as provided by state law. Employee shall also be entitled to payout of any unused accrued vacation leave at termination. The City will only provide Employee with the severance payment if Employee (1) continues to maintain the confidentiality of City's information, and the circumstances of Employee's separation from City, and (2) complies with her obligations under this Agreement.
- (c) In the event the Agreement is terminated by the City Council without cause, Employee will receive severance pay in a lump sum on the next regularly scheduled pay day after termination or in increments as may be determined by Employee which is convenient

to Employer, until all severance pay has been provided. Employee shall not be entitled to revert to her former position of Assistant City Manager should the City Council terminate this Agreement with or without cause.

- (d) Employee may voluntarily terminate this Agreement at any time upon thirty (30) days' written notice to the City Council and shall not be entitled to any severance pay or benefits upon such voluntary termination. City Council maintains discretion to accept Employee's resignation immediately and forego the notice period. Nothing in this section entitles Employee to 30 days' pay in lieu of notice.
- (e) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City Council to terminate the services of Employee at any time, at the sole discretion of City Council, in accordance with the Costa Mesa Municipal Code, as the same may be amended from time to time, and in accord with the provisions contained herein; provided, however, that in no event may Employee be terminated within ninety (90) days after any municipal election for the selection or recall of one or more of the members of the City Council.

#### **4. COMPENSATION**

- (a) Employee shall receive, as starting salary for her performance of the duties of City Manager, the sum of \$320,000.00 per year, subject to future adjustments which may be approved by the Mayor and City Council following performance evaluations of Employee as provided for in section 2(d) above. City shall adjust Employee's salary automatically to ensure that it is a minimum ten percent (10%) higher than the highest paid executive team member below City Manager in rank.

#### **5. EMPLOYEE BENEFITS**

- (a) Except as otherwise provided herein, Employee shall be granted the same package of benefits as is being provided to City's Executive Management employees on the effective date of this Agreement. All future changes to the package of benefits provided to City's Executive Management employees shall apply to the level of benefits for Employee unless the Parties agree otherwise. All such benefits, and the benefits described hereunder shall be deemed "fringe benefits" herein. This includes the City's continued participation and contributions of City obligations to the Public Employees Retirement System (PERS), group health, dental and related insurance programs (family coverage) in accordance with the PERS contract with City. The Employee shall be enrolled in the CalPERS 2% at 62 PEPPRA retirement plan, and shall pay the employee contribution percentage provided for in the current salary resolution, as same may be amended from time to time in the future.
- (b) Deferred Compensation. Employee has a 401(a) defined contribution plan account established by the City, which is subject to the contribution limits set

forth in Internal Revenue Code section 415(c)(1)(A), as adjusted for inflation. Beginning in calendar year 2026, and each calendar year thereafter, the City shall contribute Fifty Thousand Dollars (\$50,000) to the Employee's 401(a) plan on a pre-tax basis, paid in equal bi-weekly installments (the "401(a) Contribution"). Beginning in 2027, and each calendar year thereafter, the 401(a) Contribution to be made by the City shall increase by Five Thousand Dollars (\$5,000) per calendar year, subject to the maximum contribution limits allowed by federal law. Employee shall be immediately vested in all City contributions to the 401(a) plan. Employee shall not be entitled to receive the 401(a) contributions provided under the Executive Compensation and Salary Schedule Resolution. All City contributions to the Employee's 401(a) plan shall cease immediately upon the Employee's separation from City employment.

Under federal law, there is an annual maximum contribution which may be made to an employee's 401(a) defined contribution plan account. If any contribution pursuant to this Agreement would exceed the maximum contributions allowable by law, the City will be excused from and will stop making payments towards Employee's 401(a) account for the remainder of the calendar year and shall owe no further amount or additional compensation to Employee in connection with this benefit.

- (c) In lieu of mileage reimbursement, City agrees to provide Employee with the full time use of an automobile owned or leased by the City, with all costs of operation paid for by the City, including maintenance, repair and insurance. All costs associated with an automobile (whether acquired or leased) shall be included in Manager's annual budget which is approved by the City Council. Employee may use the vehicle for all business and personal purposes as Employee may choose, provided, however, that Employee shall not take the City's vehicle out of the State of California. Employee shall be responsible for any federal or state taxes which may be attributable to personal use of the vehicle. In no event may persons not employed by the City be permitted habitual use of such vehicle. Should the initial term of this Agreement be extended, Employee may replace the vehicle at the time of such extension.
- (d) Employee has been employed by the City since December 12, 2023. Employee shall not have a break in employment service and all of Employee's accrued leave and other benefit balances shall carry over as agreed, and Employee's leave and benefit balances shall continue to accrue under the terms of applicable City policies and at the same rate as Executive Management employees of the City are provided pursuant to the City's current salary resolution. Employee shall continue to accrue vacation leave at the rate of a 15+ year employee of the City. Vacation time accrual is capped at 320 hours. Employee shall also be entitled to holidays, Leave Without Pay and Bereavement Leave on the same basis as Executive Management employees of City are receiving. Any future change to the holiday or leave benefits provided to City's Executive Management employees shall apply to the level of

holiday or leave benefits for Employee unless the Parties so agree.

- (e) Pursuant to the current Executive Compensation and Salary Schedule Resolution, Employee shall be credited with forty (40) hours executive leave per year automatically, commencing January 1, 2026. The Mayor and City Council may exercise their discretion to award Employee an additional sixty (60) hours of executive leave each year of Employee's employment, consistent with the terms of the Executive Compensation and Salary Schedule Resolution. Executive Leave will not accrue from calendar year to calendar year and must be used each calendar year or no additional entitlement of paid Executive Leave shall arise or occur. There is no right to cash out any unused Executive Leave otherwise.
- (f) City shall bear the full cost of any fidelity or other bonds required of Employee relating to her service as City Manager under any law or ordinance.

## **6. PROFESSIONAL DEVELOPMENT.**

- (a) The City acknowledges its interest in the continuing professional development of the City Manager and agrees to budget and pay professional dues and subscriptions on behalf of Employee which are reasonably necessary for Employee's continued participation in national, regional, state or local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement or for the good of City including the International City/County Management Association and League of California Cities. Furthermore, City shall budget and pay for the professional dues and subscriptions to such additional organizations as approved by the City Council.
- (b) City agrees to budget and pay the travel and subsistence expenses of Employee for official travel, meetings, and occasions reasonably adequate to continue the professional development of Employee and reasonably pursued necessary official and other functions for City, such as the annual conference of the International City/County Management Association, the League of California Cities, and other such national, regional, state and local government groups and committees of which Employee serves as a member, as approved by City Council.
- (c) City agrees to annually budget and pay for participation in training programs, institutes, conferences, conventions and similar gatherings that support leadership development and the advancement of Employer and Employee's mutually agreed upon goals, and which are related to Employee's duties or Employer's operations. With the prior consent of the Council, the City agrees to allow Manager to attend and participate in such other professional associations and conferences as may be mutually agreeable to both parties. The City acknowledges the right of Manager to engage in other professional activities as long as they do not interfere or conflict with Manager's duties as City Manager.
- (d) Employee shall be subject to the City's Travel and Meeting Reimbursement Policy.



## **7. INDEMNIFICATION**

Subject to the provisions of Section 11 hereof, City shall defend, save harmless, and indemnify Employee against any claim for negligent tort or omissions, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of her duties as Employee in accordance with the provisions of California Government Code section 825. Said indemnification shall extend beyond termination of employment to provide full and complete protection to Employee by City for any acts undertaken or committed in her capacity as Employee, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following employment with City.

## **8. DISPUTE RESOLUTION**

All claims, disputes and other matters in controversy (each a “Dispute”) arising, directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, and whether during the Term or after the termination of this Agreement, shall be resolved exclusively according to the procedures set forth in this Section.

- (a) Informal Resolution Process. Neither Party shall commence an arbitration proceeding pursuant to the provisions of Subsection (b) below unless such Party shall first give a written notice (a “Dispute Notice”) to the other Party setting forth the nature of the Dispute. The Parties shall attempt in good faith to resolve the Dispute through a meet and confer process, which shall include a face-to-face meeting to be held within thirty (30) days following Delivery of the Dispute Notice. If the Dispute has not been resolved within sixty (60) days after delivery of the Dispute Notice, then the Dispute shall be determined by arbitration in accordance with the provisions of Subsection (b).
- (b) Formal Resolution Process. Any Dispute that is not settled as provided in subsection (a) above shall be resolved by arbitration before a single arbitrator appointed by JAMS Orange County. Subject to repayment through the prevailing party process described below, City shall pay the fees charged by JAMS Orange County for the arbitration. The determination of the arbitrator shall be final and absolute. The arbitrator shall be governed by the duly promulgated rules and regulations of JAMS Orange County or its successor then in effect, and the pertinent provisions of the laws of California. The decision of the arbitrator may be entered as a final judgment in any court of competent jurisdiction. The prevailing party in any such arbitration shall also be entitled to recover reasonable attorneys’, paralegals’, and experts’ fees and costs of suit (including the amount of fees paid to JAMS Orange County for the arbitration) in addition to any other relief awarded such prevailing party.

## **9. NOTICES**

Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, postage prepaid. Mailed notices shall be addressed to the parties as follows:

If sent by Employee to City:

City Clerk  
City of Costa Mesa  
77 Fair Dr.  
Costa Mesa, CA 92626

If sent to Employee by City:

Cecilia Gallardo-Daly  
Address on File with Human  
Resources Manager

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of postmark.

#### **10. ATTORNEYS' FEES**

In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.

#### **11. REIMBURSEMENT TO CITY REQUIRED**

Notwithstanding the foregoing, the following provisions requiring reimbursement for certain compensation and/or indemnification provided to Employee by the City apply:

(a) Paid Leave:

Pursuant to Government Code section 53243, in the event that Employee is convicted of a crime involving the abuse of her office or position, as defined by Government Code section 53243.4, with the City, any paid leave or salary provided by the City for the time period in which the Employee is under investigation for such crimes shall be fully reimbursed by Employee to the City.

(b) Legal Defense:

Pursuant to Government Code section 53243.1, in the event that Employee is convicted of a crime involving abuse of her office or position, as defined by Government Code section 53243.4, Employee shall fully reimburse the City for all the costs of her legal criminal defense if a defense has been provided at City expense.

(c) Severance:

Pursuant to Government Code section 53243.2, in the event that Employee is convicted of a crime involving abuse of her office or position, as defined by Government Code section 53243.4, Employee shall fully reimburse the City for any cash settlement, including but not limited to severance pay, paid to Employee related to her termination under this Agreement.

## **12. ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by both City and Employee.

## **13. VALIDITY**

The validity 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.

## **14. AGREEMENT VOLUNTARY AND KNOWING**

Employee agrees and acknowledges that she has had an opportunity to consult legal counsel of her own choosing in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representation or promises other than those contained in this Agreement. Employee agrees that this Agreement should be interpreted as if mutually prepared and without the same being construed for or against any party.

## **15. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **16. EFFECT OF WAIVER**

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the date and year first above written.

**CITY OF COSTA MESA:**

**EMPLOYEE:**

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JOHN STEPHENS, MAYOR

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CECILIA GALLARDO-DALY

**ATTEST:**

CITY CLERK, CITY OF COSTA MESA  
A Municipal Corporation of the State of California

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BRENDA GREEN  
CITY CLERK, CITY OF COSTA MESA

**APPROVED AS TO FORM:**

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KIMBERLY HALL BARLOW  
CITY ATTORNEY