CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, September 16, 2025	**6:00 PM**	**City Council Chambers** **77 Fair Drive**

***Note: All agency memberships are reflected in the title "Council Member"**
4:00 P.M. Closed Session

Council Member Marr will be attending the meeting via Zoom Webinar from:
DoubleTree by Hilton Newark Penn Station
1048 Raymond Blvd, Newark, NJ 07102

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 and online at 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: (For both 4:00 p.m. and 6:00 p.m. meetings)
Please click the link below to join the webinar:
https://us06web.zoom.us/j/87648515182?pwd=nhuXL3BJXPtafHvmg6Y3QK4k9OpZyO.1
Or sign into Zoom.com and “Join a Meeting”
Enter Webinar ID: 876 4851 5182/ Password: 789010
• 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: (For both 4:00 p.m. and 6:00 p.m. meetings)
Call: 1 669 900 6833 Enter Webinar ID: 876 4851 5182/ Password: 789010
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.

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

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

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

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

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

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

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

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

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

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

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given a total of three minutes to speak on all items on the Closed Session agenda.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to California Government Code Section 54956.9 (d)(1)
   National Opioid Settlement: Purdue Pharma L.P.
   USDC, Northern District of Ohio, MDL No. 2804
   Rubris Reference Number: CL-1732251

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to California Government Code Section 54956.9 (d)(1)
   National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
   USDC, Northern District of Ohio, MDL No. 2804
   Rubris Reference Number: CL-1763034

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to California Government Code Section 54956.9 (d)(1)
   Name of Case: Schaefer v. City of Costa Mesa
   Orange County Superior Court Case No. 30-2022-01286737-CU-PO-CJC

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Pursuant to California Government Code Section 54956.9 (d)(1)
   Name of Case: City of Costa Mesa; People of State of Cal. v. D'Alessio Investments LLC, et al.
   440 Fair Dr. and 1779 Newport Blvd.
   Orange County Superior Court Case No. 30-2020-01170520-CU-OR-CJC

5. PUBLIC EMPLOYEE APPOINTMENT
   Pursuant to California Government Code Section 54957(b)(1)
   Title: City Manager

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

SEPTEMBER 16, 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:

1. Presentation: Recognition of Anna Dolewski for Outstanding Public Service

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 ORDINANCES AND RESOLUTIONS** **25-455**

RECOMMENDATION:

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

2. **READING FOLDER** **25-456**

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Blanco Amaro, Craig Marshall, Michael Porteous.

3. ADOPTION OF WARRANT RESOLUTION **25-430**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2740.

Attachments: 1. Summary Check Registration 8-21-2025

4. MINUTES **25-457**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of August 5, 2025.

Attachments: 1. 08-05-2025 Draft Minutes

5. DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE **25-402**

RECOMMENDATION:

Staff recommends the City Council designate Council Member Mike Buley as Costa Mesa's voting delegate and Deputy City Manager Alma Reyes as the alternate for the 2025 League of California Cities Annual Conference.

6. ADOPT LEGISLATIVE PLATFORM AND UPDATES TO COUNCIL POLICY 000-8 **25-439**

RECOMMENDATION:

Staff recommends the City Council adopt Legislative Platform and revisions to Council Policy 000-8 on Legislative Positions.

Attachments: 1. Legislative Platform Principles 2025
2. Council Policy 00-8 Legislative Positions updates

7. **COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF COSTA MESA FOR BRIDGE MAINTENANCE REPAIRS ON THE ADAMS AVENUE BRIDGE OVER THE SANTA ANA RIVER AND GREENVILLE BANNING CHANNEL** **25-428**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Cooperative Agreement between the County of Orange and the City of Costa Mesa for funding and maintenance of the Adams Avenue Bridge over the Santa Ana River and Greenville Banning Channel.

2. Authorize the Interim City Manager and the City Clerk to execute the Cooperative Agreement and future amendments thereto.

Attachments: 1. Location Map
2. Proposed Coop Agreement

8. **APPROVAL OF A SUMMARY VACATION OF EXCESS RIGHT-OF-WAY AT 174 EAST 19TH STREET** **25-429**

RECOMMENDATION:

Staff recommends the City Council:

Adopt Resolution No. 2025-xx ordering the summary vacation of a portion of right-of-way at 174 East 19th Street and authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk.

Attachments: 1. Location Map
2. Class III Cross Section
3. PC Resolution 2024-28
4. Proposed Resolution
5. Quitclaim Deed

9. AWARD OF THE NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT PROJECT, CITY PROJECT NO. 25-05 25-435

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Public Works Agreement (PWA) in the amount of $745,276 to C.I. Services, Inc. 1145 E. Stanford Court, Anaheim, CA, 92805 to remove and replace metal roofing panels.

2. Authorize a ten percent (10%) contingency in the amount of $74,528 for unforeseen costs related to the project.

3. Authorize the Interim City Manager and City Clerk to execute the PWA and any future amendments to the agreement.

4. Authorize a budget transfer of $191,206 in City Capital Improvement Program funds from the Lions Park Café Project (#800032) to the Norma Hertzog Community Center Roof Replacement Project (#210025).

Attachments: 1. Bid Abstract
2. PWA

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. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING TITLE 13 (PLANNING ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE (PLANNING ZONING AND DEVELOPMENT) TO PROVIDE TECHNICAL UPDATES AND CLARIFICATIONS (CODE AMENDMENT PCTY-25-0001) AND A RESOLUTION TO UPDATE THE PROCEDURE FOR DETERMINING SHARED PARKING REQUIREMENTS AND FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT** **25-427**

RECOMMENDATION:

Planning Commission recommends the City Council:

1. Find that the project is Exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("Common Sense Exemption"); and

2. Introduce for first reading, by title only, Ordinance No. 2025-XX approving Code Amendment PCTY-25-0001, amending Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to modify the City's Zoning Code to provide technical updates and clarifications.

3. Adopt Resolution No. 2025-XX amending the City of Costa Mesa Procedure for Determining Shared Parking Requirements table to reflect current parking trends.

Attachments: Agenda Report
1. Draft Ordinance
2. Draft Resolution
3. Proposed Shared Parking Requirements
4. Legislative Digest
5. Current Shared Parking Requirements
6. Walls, Fences and Landscape Standards
7. Zoning Administrator Determinations
8. Ordinance No. 2021-21
9. June 23 Staff Report and Minutes
10. July 28 Staff Report and Minutes
11. August 25 Staff Report and Minutes

OLD BUSINESS:

1. **ADOPTION OF AN ORDINANCE ADDING CHAPTER XVI (PROHIBITION ON SALE OR DISTRIBUTION OF NITROUS OXIDE) TO TITLE 11 (OFFENSES—MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL SALE OR DISTRIBUTION OF NITROUS OXIDE IN THE CITY** **25-438**

   RECOMMENDATION:

   Staff recommends the City Council adopt Ordinance No. 2025-xx, adding Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful sale or distribution of nitrous oxide in the City.

   Attachments: 1. Nitrous Oxide Ordinance

NEW BUSINESS:

1. **RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21224, FOR THE REHIRE OF BATTALION CHIEF WILLIAM KERSHAW** **25-437**

   RECOMMENDATION:

   Staff recommends the City Council adopt by resolution the exception to the 180-Day Wait Period pursuant to Government Code Sections 7522.56 and 21224 (Attachment 1) to retain the services of retired Battalion Chief William Kershaw.

   Attachments: 1. City Council Resolution
   2. Job Offer

2. **ADOPTION OF THE MEMORANDA OF UNDERSTANDING (MOU) BETWEEN THE CITY OF COSTA MESA (CITY) AND THE COSTA MESA POLICE ASSOCIATION (CMPA), THE COSTA MESA POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA MESA FIREFIGHTERS ASSOCIATION (CMFA) AND THE COSTA MESA FIRE MANAGEMENT ASSOCIATION.** **25-444**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and adopt the Memorandum of Understanding between the City of Costa Mesa and CMPA (Attachment 1).

2. Approve and adopt the Memorandum of Understanding between the City of Costa Mesa and CMPMA (Attachment 2).

3. Approve and adopt the revised Memorandum of Understanding between the City of Costa Mesa and CMFA (Attachment 3).

4. Approve and adopt the revised Memorandum of Understanding between the City of Costa Mesa and CMFMA (Attachment 4).

5. Authorize the Interim City Manager and members of the City's Negotiation Team to execute the MOUs.

Attachments: 1. MOU with CMPA
2. MOU with CMPMA
3. MOU with CMFA
4. MOU with CMFMA

3. PROFESSIONAL SERVICES AGREEMENT WITH ENDEMIC ENVIRONMENTAL SERVICES INC. FOR THE FAIRVIEW PARK MESA RESTORATION PROJECT AND ADDENDUM TO THE 1997 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR FAIRVIEW PARK 25-425

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Addendum (Attachment 2) to the 1997 Initial Study/Mitigated Negative Declaration for Fairview Park to address new information regarding biological resources pertinent to the project.

2. Award a Professional Services Agreement (PSA) with Endemic Environmental Services Inc., 110 E Wilshire Avenue, Suite 305, Fullerton, CA 92832, for professional habitat restoration and monitoring services for the Fairview Park Mesa Restoration Project in an amount not to exceed $1,311,062 for a term of seven (7) years.

3. Authorize a ten percent (10%) contingency in the amount of $131,106 for any unforeseen costs that may arise.

4. Authorize the Interim City Manager and the City Clerk to execute the Professional Services Agreement and future amendments to the agreement within City Council-authorized limits.

Attachments: 1. Mesa Restoration Project Location Map
2. Fairview Park Mesa Restoration Addendum
3. PSA Endemic Environmental Inc Mesa Restoration
4. Bid Results

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

ADJOURNMENT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-455 **Meeting Date:** 9/16/2025

TITLE:

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

RECOMMENDATION:

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

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-456 **Meeting Date:** 9/16/2025

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: Blanco Amaro, Craig Marshall, Michael Porteous.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-430 **Meeting Date:** 9/16/2025

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. 2740.

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 $962,105.40.

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
020534	08/20/25	P	Travel Costa Mesa	0000024750		3,656.95
		Line Description:	BIA July 2025 Adjusted			
020535	08/22/25	P	Bobby Fouladi	0000027337		180.00
		Line Description:	PE License Renewal			
020536	08/22/25	P	Brandon Raissdana	0000029681		300.00
		Line Description:	EMS License			
020537	08/22/25	P	Brian Hara	0000030421		225.00
		Line Description:	Safety Boots			
					TOTAL	**$4,361.95**

0. *

3,656.95 +
705. +
957,743.45 +
962,105.4 *

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0255072	08/22/25	P	American Construction Company, LLC	0000031176		78,123.20
		Line Description:	Retention #24-11/#200080 IT Office/Trng 24-11/200080			
0255073	08/22/25	P	Axon Enterprise Inc	0000027317		39,034.29
		Line Description:	Stream Live Footage to all Axo			
0255074	08/22/25	P	Bound Tree Medical LLC	0000011695		33,196.19
		Line Description:	EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies			
0255075	08/22/25	P	Bracken's Kitchen Inc	0000029468		18,952.88
		Line Description:	Shelter Meal Svc 6/16-6/29/25			
0255076	08/22/25	P	Charter Communications	0000011202		22,283.29
		Line Description:	237930101-City Hall Video Svs 237939101-Fire Sta #1 Network 237927101-Parks Admin Network 237927001-Fire Sta #6 Network 237926701-City Hall Video Svs 237926201-City Hall Video Svs 237940001-CH Hub Network Svs 244133301-BCC Internet Svs 240159901-DRC Internet Svs 237940101-NHCC Public WiFi 237938801-NHCC Network Svs			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	237939201-DRC Network Svs 237927601-BCC Network Svs 237925901-PD Public WiFi 237929301-PD Video Svs 237926501-PD Video Svs 237939301-Fire Sta #2 Network 253883901-Lions Park Caf? Inte 252590301-Bridge Shelter Inter 243645501-Code Enforcement Int 237940401-Fire Sta #4 Internet 237939901-Code Enforcement Net 237939601-Bridge Shelter Netwo 237939501-SCP Substation Netwo 237939001-Parks @ Corp Yard Pu 237939401-Fire Sta #3 Network 237940301-Library Public WiFi 237940501-Fire Sta #4 Network 237906001-Unreturned Equipment 237926401-City Hall Public WiF 237926601-Senior Center Intern 237926801-City Hall Network/Vi 237927201-Senior Center Networ 237927301-West Side Substation 237927401-Corp Yard Network Sv 237927801-City Hall Internet S 237938601-CH Basement Internet 237938701-Bridge Shelter Publi 237938901-Bridge Shelter Video			
0255077	08/22/25	P	Ford Fleet Care	0000026262		26,391.24
		Line Description:	Repair-July 2025 Repair-May 2025 Repairs-June 2025			
0255078	08/22/25	P	Kimley Horn & Associates Inc	0000005251		65,053.36
		Line Description:	Safe Route 2 School-Jun 25 Safe Route 2 School-May 25			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255079	08/22/25	P	LINA	0000015623	37,762.64
		Line Description:	Voluntary Life Ins Aug 2025 Retiree Life Aug 2025 Active Life/AD&D Aug 2025 LTD Ins Prem Aug 2025		
0255080	08/22/25	P	Napa Auto & Truck Parts	0000012968	23,148.88
		Line Description:	Parts- July Parts June 2025 Parts-July		
0255081	08/22/25	P	Skydio Inc	0000031283	62,745.72
		Line Description:	Drones Hardware & Perpetual So Care & Online Academy Sales Tax 7.75% Shipping Fee		
0255082	08/22/25	P	Vigilant LLC	0000024878	23,100.00
		Line Description:	CYBERDNA ALERTING & SUBSCRIPTI		
0255083	08/22/25	P	West Coast Arborists Inc	0000004498	280,503.50
		Line Description:	Tree Maint 7/1-7/15/25		
0255084	08/22/25	P	Z&K Consultants, Inc	0000029416	20,440.35
		Line Description:	Staff Support Srvs		
0255085	08/22/25	P	AT & T	0000001107	165.99
		Line Description:	911 Cama Trunks 8/14-9/13/25		
0255086	08/22/25	P	AT & T	0000001107	3,590.48

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Cool Line for PD TeWinkle Park PD Emergency Line DID Trunk Line Outgoing Trunk Line Estancia Park Wakeham Park Smallwood Park DRC Alarm 800 Mhz Radio Link IT Computer Room			
0255087	08/22/25	P	American Alarm Systems Inc	0000008900		127.50
		Line Description:	FS#1 Fire Alarm 8/1-10/31/25			
0255088	08/22/25	P	Athletic Field Specialists	0000023215		5,300.00
		Line Description:	Turf Application @ City Sports			
0255089	08/22/25	P	Beach Housing Partners LP	0000031198		272.00
		Line Description:	Rental Assistance-D Noel			
0255090	08/22/25	P	Bee Busters Inc	0000007572		440.00
		Line Description:	Bee Colony Abatement Bee Colony Abatement			
0255091	08/22/25	P	Bernard King	0000031254		370.00
		Line Description:	Rental Assistance-T Evergreen			
0255092	08/22/25	P	CM/CE	0000026894		5,665.95
		Line Description:	James St Proj Jan-Apr 2025			
0255093	08/22/25	P	CSG Consultants Inc	0000001887		7,339.69

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Bldng Plan Check-May 2025		
0255094	08/22/25	P	California Forensic Phlebotomy Inc	0000001500	2,893.00
		Line Description:	Blood Draw Svc July 25		
0255095	08/22/25	P	City of Huntington Beach	0000002599	4,335.00
		Line Description:	Helicopter Svc-Jun 2025		
0255096	08/22/25	P	Commercial Interior Resources	0000031200	9,965.00
		Line Description:	FS#5 Fitness Rm Floor Install		
0255097	08/22/25	P	Corporate Modular Services Inc.	0000030380	14,048.12
		Line Description:	SALES TAX (7.75%) 4th Fl Conf Furniture THIRD FLOOR REMODEL		
0255098	08/22/25	P	Daniels Tire Service	0000001922	214.10
		Line Description:	Pickup & Disposal of used Tire		
0255099	08/22/25	P	Dell Computer Corp	0000001962	3,235.43
		Line Description:	Computer Equipment		
0255100	08/22/25	P	Edwina Garcia	0000031469	950.00
		Line Description:	Refund Rec Dep 2009076.002		
0255101	08/22/25	P	Entenmann Rovin Company	0000002130	1,357.24
		Line Description:	PD Badges PD Retirement Badges		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255102	08/22/25	P	Entrust Janitorial LLC	0000030309	1,025.00
		Line Description:	Janitorial Svcs @ 3190 Airport		
0255103	08/22/25	P	Eugene Popok	0000031467	10.00
		Line Description:	Cannabis Dep Overpayment		
0255104	08/22/25	P	Fun Photos	0000030108	600.00
		Line Description:	Wild Wild West Dance-4/1/25 Mothers Day Brunch-5/8/25		
0255105	08/22/25	P	G & W Towing	0000002289	790.00
		Line Description:	Towing Svc-#523		
0255106	08/22/25	P	Galls LLC	0000002297	11,552.05
		Line Description:	Uniform-Trevino Uniform-Pearson Uniform-Bowman Uniform-Muck Uniform-Fay Uniform-Brown Uniform-Haney Uniform-Nabong Uniform-Nguyen Safety Vest-Kiler Uniform-Rios Uniform-Wirtzer Uniform-Bao Uniform-Bao Uniform-Richie Uniform-Nabong Uniform-Villegas-Godina Patch-CMPD Uniform-Haney Safety Vest-Christinson		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Safety Vest-Abarca			
0255108	08/22/25	P	Grafix Systems	0000031016		370.07
		Line Description:	Graphics-Unit #728			
0255109	08/22/25	P	Grainger	0000002393		1,832.81
		Line Description:	Telecomm Supplies Telecomm Supplies Hardware			
0255110	08/22/25	P	Hirsch Pipe & Supply Company Inc	0000026475		146.03
		Line Description:	Plumbing Supplies on an as nee			
0255111	08/22/25	P	Hoag Executive Health	0000030617		5,095.00
		Line Description:	HOAG Wellness Progr-Jun 2025			
0255112	08/22/25	P	Hoag Memorial Hospital Presbyterian	0000002546		36.88
		Line Description:	EMS Supplies			
0255113	08/22/25	P	Image Concepts	0000026883		51.24
		Line Description:	Uniform-Blazers			
0255114	08/22/25	P	JC Motors	0000020143		2,539.28
		Line Description:	Parts-Front&Rear Tires			
0255115	08/22/25	P	KYA Services LLC	0000030710		10,155.21
		Line Description:	Install Batting Cages-Final Pm Bullpen/Batting Cages-Final			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255116	08/22/25	P	Katella Terrace LP	0000031365	936.00
		Line Description:	Rental Assistance-R Holland		
0255117	08/22/25	P	LN Curtis & Sons	0000002983	2,084.55
		Line Description:	Firefighter Pants/Shirts Firefighter Pants/Shirts Firefighter Uniforms Firefighter Shirs Wildland Jackets/Pants		
0255118	08/22/25	P	Langlois Fancy Frozen Foods	0000030651	791.64
		Line Description:	Jail Food Services Jail Food Services Jail Food Services		
0255119	08/22/25	P	Lexipol LLC	0000017141	10,057.20
		Line Description:	Annual Fire Master Svc		
0255120	08/22/25	P	Long Beach BMW	0000015745	1,640.82
		Line Description:	635-Grips Replaced 36k Svc		
0255121	08/22/25	P	Los Angeles Times	0000003000	5,827.04
		Line Description:	Home Rehab Notice Public Hearing Notice-Jul 25 Legal Notices		
0255122	08/22/25	P	Lowes Business Account	0000017688	2,977.78
		Line Description:	Plumbing Snake		
0255123	08/22/25	P	Maria Sanchez	0000008915	250.00
		Line Description:	Refund Rec Dep 2009077.002		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0255124	08/22/25	P	MetLife Legal Plans Inc	0000014707		5,244.00
		Line Description:	MetLife Legal Premium Aug 25			
0255125	08/22/25	P	OHD LLLP	0000025866		1,010.00
		Line Description:	ANNUAL CALIBRATION			
0255126	08/22/25	P	Orange County Dept of Education	0000000442		500.00
		Line Description:	Refund Rec Dep 2009075.002			
0255127	08/22/25	P	Orange County LGBT Pride, Inc.	0000030887		10,000.00
		Line Description:	OC Pride Festival-9/27/25			
0255128	08/22/25	P	Orange County Museum of Art	0000017995		7,225.00
		Line Description:	FACILITY RENTAL			
0255129	08/22/25	P	Orchard View Senior LP	0000031199		480.00
		Line Description:	Rental Assistance-H Kuhn			
0255130	08/22/25	P	Palm Island Apartments	0000031366		500.00
		Line Description:	Rental Assistance-S Chaney			
0255131	08/22/25	P	Park Stanton Place	0000031385		500.00
		Line Description:	Rental Assistance-L Elman			
0255132	08/22/25	P	Park Stanton Place	0000031385		500.00
		Line Description:	Rental Assistance-K Flynn			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255133	08/22/25	P	Peiman Hjirahim	0000031451	5,000.00
		Line Description:	Refund Permit EENC-25-0364		
0255134	08/22/25	P	Pivot Solutions LLC	0000030415	2,962.90
		Line Description:	729-Paint and Body Repair		
0255135	08/22/25	P	Power Systems Testing Co	0000029369	3,000.00
		Line Description:	ACCEPTANCE TESTING FOR CIRCUIT Install & Test a Transfer Swit		
0255136	08/22/25	P	Prosurface Inc	0000029488	500.00
		Line Description:	Basketball Adjustment Locks		
0255137	08/22/25	P	Quinn Company	0000015404	319.58
		Line Description:	Maintenance Svc		
0255138	08/22/25	P	RPW Services Inc	0000012440	190.00
		Line Description:	Rodent Control		
0255139	08/22/25	P	Randall Lewis	0000031452	500.00
		Line Description:	Refund Rec Dep EENC-25-0047		
0255140	08/22/25	P	Renewell Fleet Services LLC	0000031060	12,490.61
		Line Description:	Gear Interlock Module Bypass Latch Assy, Seat Belts Seat Cushion Stock Exhaust, gages, Handle Valve Flow Control		
0255141	08/22/25	P	Sierra Club Angeles Chapter	0000031468	850.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Refund Rec Dep 2009078.002			
0255142	08/22/25	P	Signature Glass Tinting Inc	0000031085		680.00
		Line Description:	WINDOW TINTING- 647 WINDOW TINTING - 331			
0255143	08/22/25	P	SiteOne Landscape Supply LLC	0000024133		4,280.68
		Line Description:	Ballfield Equipments			
0255144	08/22/25	P	South Coast Air Quality Mgmt District	0000003939		736.57
		Line Description:	FS 1- Annual Renewal FS 1- Emissions Fee			
0255145	08/22/25	P	South Coast Lighting & Design Inc	0000019512		13,501.01
		Line Description:	Solar Lighting Equipment @ CM			
0255146	08/22/25	P	Southern California Edison Company	0000004088		7,873.27
		Line Description:	350 Bristol 7/11-8/10/25 199 Broadway 7/17-8/14/25 401 Broadway 7/17-8/14/25 Prez Park 7/15-8/12/25 410 Merrimac B 7/14-8/11/25 410 Merrimac A 7/14-8/11/25 3190 Red Hill 7/11-8/10/25 1256 Adams 7/14-8/11/25 2944 Bristol 7/17-8/14/25 1071 Arlington 7/11-8/10/25 1050 Arlington A 7/11-8/10/25 980 Arlington A 7/11-8/10/25 980 Arlington C 7/11-8/10/25 744 James 7/9-8/6/25 2612 Harbor 7/17-8/14/25 152 Baker 7/11-8/10/25 3190 Airport Lp 7/11-8/10/25			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	3175 Airway 7/11-8/10/25 Arlington Ped X 7/11-8/10/25 360 Ogle 7/14-8/11/25 3191 Red Hill 7/11-8/10/25			
0255148	08/22/25	P	Southern California Shredding Inc	0000025605		205.00
		Line Description:	On-Site Shredding Services On-Site Shredding Services			
0255149	08/22/25	P	Spectrum Gas Products	0000012653		724.28
		Line Description:	Medical Lg Cyl Rent Medical Lg Cyl Rent Misc Parts and Labor Medical Lg Cyl Rent Medical Lg Cyl Rent Oxygen Medical Medical Cyl Rent			
0255150	08/22/25	P	The Home Depot Credit Services	0000002560		11,060.20
		Line Description:	General Supplies Bldg Maint Tools Response/Control Tools Equip Maint Maint Equip Maint Tools Bldg Maint Hardware Supplies Bldg Maint General Supplies Graffiti Abat Hardware Supplies Equip Maint General Supplies Street Maint Plumbing Supplies Bldg Maint Hardware Supplies Park Maint			
0255151	08/22/25	P	US Bank	0000002228		8,038.46
		Line Description:	Payroll Deductions 25-16			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255152	08/22/25	P	USI Inc	0000005890	852.41
		Line Description:	LAMINATING MATERIALS		
0255153	08/22/25	P	UniFirst Holdings Inc	0000030616	71.40
		Line Description:	CLEANING SERVICE CMBS 7/28		
0255154	08/22/25	P	Verizon Wireless	0000008717	7,584.44
		Line Description:	WIRELESS PHONE WIRELESS PHONE WIRELESS PHONE 6/18-7/17 WIRELESS PHONE 5/18-6/17 WIRELESS PHONE 4/18-5/17/25		
0255155	08/22/25	P	West Coast Fence Co	0000021495	590.00
		Line Description:	Fence Repair@Balearic Pk		
				TOTAL	**$957,743.45**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0255107	08/22/25	O	Galls LLC *Line Description:* Overflow	0000002297	0.00
0255147	08/22/25	O	Southern California Edison Company *Line Description:* Overflow	0000004088	0.00
				TOTAL	**0.00**

End of Report

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-457 **Meeting Date:** 9/16/2025

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of August 5, 2025.

REGULAR CITY COUNCIL AND HOUSING AUTHORITY
AUGUST 5, 2025 - MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Stephens at 4:11 p.m.

ROLL CALL

Present: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: Council Member Buley.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. PUBLIC EMPLOYEE APPOINTMENT
Pursuant to California Government Code Section 54957(b)(1)
Title: City Manager

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: RDK Group Holdings, LLC v. City of Costa Mesa,
Orange County Superior Court Case No. 30 2025 0149581 CU WM WJC

3. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: City of Costa Mesa v. D'Alessio; 1963 Wallace Ave.
Orange County Superior Court Case No. 30 2020 01133479

4. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: City of Costa Mesa; People of State of Cal. v. D'Alessio Investments LLC, et al.
440 Fair Dr. and 1779 Newport Blvd.
Orange County Superior Court Case No. 30 2020 01170520

5. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: D'Alessio Investments LLC v. City of Costa Mesa
Orange County Superior Court Case No. 30 2020 01132646

6. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: D'Alessio v. City of Costa Mesa, et al.,
United States District Court, Central District of CA, Case No. 8:25 cv 00679 DOC DFM

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Farrell Harrison v. City of Costa Mesa, et al.,
Orange County Superior Court Case No. 30-2025-01495293-CU-WM-CJC

City Council recessed at 4:13 p.m. for Closed Session.

Closed Session adjourned at 6:00 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:08 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – A video was played of the National Anthem and the Mayor led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION – Led by Calvary Chapel Dave Manne, Pastor Emeritus.

ROLL CALL
Present: Council Member Gameros, Council Member Marr, Council Member Pettis (Left at 10:00 p.m.), Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Absent: Council Member Buley.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS: NONE.

MOVED/SECOND: Council Member Marr/Council Member Reynolds
MOTION: Continue New Business Item No. 3 to a future meeting.
The motion carried by the following roll call vote:
Ayes: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, and Mayor Stephens.
Nays: Mayor Pro Tem Chavez.
Absent: Council Member Buley.
Abstain: None.
Motion carried: 5-1

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Veronica Anderson, Costa Mesa, spoke on troublesome issues on Puente Avenue including trash, intoxicated individuals, and illegal activity, requested police patrols and permit parking.

Cynthia McDonald, Costa Mesa, spoke on good governance, transparency, and spoke on attending the housing meeting and suggested forming an advisory committee.

Margaret Freeman, Costa Mesa, spoke on troublesome issues on Puente Avenue regarding parking, trash, and littering, and requested permit parking.

Jay Humphrey, Costa Mesa, reported a road repair needed on the North side of Harbor Blvd under the 405 freeway, spoke on ticketing e-bikes for speeding, spoke in support of an ethics policy, spoke on the Fairview Developmental Center and rezoning, and requested a citizens advisory committee.

Barrie Fisher, Costa Mesa, spoke on troublesome issues on Puente Avenue and requested permit parking, spoke on parking and noise issues by sober living homes, and requested increased police patrols.

Alfie Sanchez, Majestic Cycling, spoke on the Masters Crit Championships bike racing event on August 10, 2025.

Nancy Jackson, Costa Mesa, League of Women Voters of Orange Coast, spoke in support of compliance with the Brown Act.

Victor Valladares spoke on immigration issues.

Debbie Koken, Costa Mesa, spoke in support of the Endemic agreement, and supports maintaining Fairview Park as a natural habitat.

Shayanne Wright, Costa Mesa, spoke on pedestrian safety and accessibility at the intersections of Rochester Blvd. and 18th Street, and Harbor Blvd. and Newport Blvd.

Margo Farris spoke on the Tennis Center raising the prices and changing the fee structure and requested the operators to be investigated.

David Martinez, Costa Mesa, spoke in favor of Consent Calendar item no. 8 regarding the Newport Blvd. resolution, and read a statement from Caltrans on complete streets.

Terry Koken, Costa Mesa, spoke on left turns onto 18th Street, and requested a convex mirror at the corner of Kenwood Place and 18th Street.

Speaker, Costa Mesa, requested a recount of Measure K.

Speaker, spoke on high density development and Measure K, and spoke on the termination of the City Manager contract.

Priscilla Rocco spoke on endangered species at Fairview Park and spoke against Harbor Soaring Society flying at the park.

Speaker, Costa Mesa, requested additional lighting at Mendoza Dr. and El Camino Dr. for safety, and requested permit parking.

Juana Trejo, spoke on trash and crime issues and requested additional police presence.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Reynolds requested information on the Tennis Center issues, spoke on the kickoff of the rezoning project and requested additional community engagement, spoke on the status of the draft Fairview Park Master Plan, requested an annual report on roadway safety, spoke on August 7th is the e-bike rodeo at Estancia High School, spoke on a Code of Conduct Policy, and spoke on providing assistance to individuals and families facing fear and anxiety.

Council Member Pettis spoke on infrastructure improvements, requested to be notified on work in District 6, spoke positively on the Brentwood Park Improvements, and spoke on the kickoff of the rezoning project and his vision for community engagement.

Council Member Gameros thanked staff for the safety efforts during the Orange County Fair, requested staff to research crosswalk improvements at 18th Street and Rochester Blvd., and requested information on the Tennis Center.

Council Member Marr spoke on her request to defer New Business item no. 3, spoke on the recent stabbing on Mission Ave. and that the assailant has been arrested, requested staff to research solutions for the issues on Puente Ave., spoke on the Majestic Cycling event, thanked staff for working the concerts in the park, thanked Enough For All for their work, spoke on a Police Department ride along, and spoke in support of an Ethics Policy.

Mayor Pro Tem Chavez requested staff to research solutions for the issues on Puente Ave., spoke on troublesome issues on Valencia Street and requested staff to communicate with the tenants and landlord to address the issues, requested information on the Tennis Center fees, congratulated the Explorers for their efforts for providing parking at the Orange County Fair, commended the East Side community for advocating for Brentwood Park, spoke on the Newport Mesa Unified School District Community Fair event at Ikea, spoke on the Shalimar Park Back to School event, and spoke on investing in the youth and the community.

Mayor Stephens requested staff to address the road repair needed at Harbor Blvd. and the 405, spoke on 18th Street and Kenwood Place safety concerns, requested staff to research solutions for the issues on Puente Ave., spoke on Consent Calendar item no. 8 regarding Newport Blvd. and recommended attending the Caltrans meeting to express recommendations, thanked the community for their advocacy for Brentwood Park, thanked the Parks and Community Services Department for the concerts in the park, spoke on the motorhome madness event at the Orange County Fair, thanked the Costa Mesa Arts Club for painting the car and thanked Southland Towing.

REPORT – CITY MANAGER – Ms. Gallardo-Daly recognized the Economic and Development Services Department for the public visioning process for zoning, spoke on future events, and spoke on staff addressing the Tennis Center fees with the operator.

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Reynolds
MOTION: Approve the Consent Calendar.
The motion carried by the following roll call vote:
Ayes: Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: Council Member Pettis.
Absent: Council Member Buley.
Abstain: Mayor Stephens recused himself on item 3 the Warrant Resolution due to campaign contributions received from Ware Disposal and Everrett Dorey.
Motion carried: 5-1

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

ACTION:
City Council and Housing Authority approved the reading by title only and waived further reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:
City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Carolyn Hanson, Tommy Hart, Marcos Cabrera.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:
City Council approved Warrant Resolution No. 2738.

4. MINUTES

ACTION:
City Council approved the minutes of the regular meeting of July 15, 2025.

5. RESPONSE TO ORANGE COUNTY GRAND JURY REPORT- LONG TERM SOLUTIONS TO SHORT-TERM RENTALS

ACTION:
City Council approved the draft letter to the Presiding Judge of the Superior Court with responses to Findings 1, 2, 3, and 12, and Recommendations 1, 2, and 9 in the Orange County Grand Jury Report titled, “Long Term Solutions to Short-Term Rentals.”

DRAFT

6. ACCEPTANCE AND ALLOCATION OF CANNABIS TAX FUND GRANT PROGRAM TO ENHANCE TRAFFIC SAFETY

ACTION:

1. City Council approved the Resolution No. 2025-32, which ratifies and accepts a grant award from the State of California - California Highway Patrol (CHP) for the Cannabis Tax Fund Program (CTFGP) and authorize the Interim City Manager or designee to execute the grant documents, including the Grant Agreement, and accept and administer the grant.

2. Approved revenue and expense appropriations in the amount of $225,472 respectively, for the FY 2025-26 CHP CTFGP Grant.

7. ACCEPTANCE OF THE ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT, CITY PROJECT NO. 23-11, FEDERAL PROJECT NO. CML-5312(104)

ACTION:

1. City Council accepted the work performed by Gentry General Engineering, Inc., 320 West Tropica Rancho Road, Colton, California 92324, for the Adams Avenue and Pinecreek Drive Intersection Project, City Project No. 23-11, Federal Project No. CML-5312(104), and authorize the City Clerk to file the Notice of Completion.

2. Authorized the Interim City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date; and release the Faithful Performance Bond one (1) year after the filing date.

8. RESOLUTION FOR IMPLEMENTATION OF SAFETY IMPROVEMENTS ALONG NEWPORT BOULEVARD (SR-55) SAFETY IMPROVEMENTS IN THE CITY OF COSTA MESA

ACTION:

City Council approved Resolution No. 2025-28 requesting the State of California Department of Transportation (Caltrans) to implement safety improvements along Newport Boulevard (State Route (SR) -55) in the City of Costa Mesa.

9. AUTHORIZE THE USE OF OMNIA PARTNERS PUBLIC SECTOR NATIONAL COOPERATIVE AGREEMENT WITH GAME TIME PLAYGROUND SOLUTIONS FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FOR BRENTWOOD PARK

ACTION:

1. City Council authorized the use of OMNIA Partners, Public Sector National Cooperative Agreement No. 2017001134 with Game Time Playground Solutions for the purchase of playground equipment for Brentwood Park in the amount of $314,399.

2. Authorized the Interim City Manager and City Clerk to execute any agreements for the purchase of the playground equipment.

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

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

1. FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2024060115), GENERAL PLAN AMENDMENT, REZONE, SPECIFIC PLAN AMENDMENT, MASTER PLAN, VESTING TENTATIVE PARCEL MAP, DENSITY BONUS, AND DEVELOPMENT AGREEMENT FOR HIVE LIVE, A THREE-PHASED, 1,050-UNIT, RESIDENTIAL DEVELOPMENT WITH 3,692-SQUARE-FOOT RETAIL COMPONENT AT 3333 SUSAN STREET

Public Comments: None.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez
MOTION: Continue the public hearing to the September 2, 2025 City Council meeting.
The motion carried by the following roll call vote:
Ayes: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays:None.
Absent: Council Member Buley.
Abstain: None.
Motion carried: 6-0

ACTION:
City Council continued the open public hearing to the September 2, 2025, City Council meeting.

2. MITIGATED NEGATIVE DECLARATION, GENERAL PLAN AMENDMENT (PGPA-24-0002), REZONE, DESIGN REVIEW, TENTATIVE TRACT MAP NO. 19334, AND DENSITY BONUS AGREEMENT, FOR A 142-UNIT, OWNERSHIP RESIDENTIAL DEVELOPMENT AT 3150 BEAR STREET (MERITAGE HOMES)

Ex-Parte Communications:

Mayor Stephens spoke with three neighbors, and Joe Wallace representing the applicant.

Council Member Gameros spoke with the property owner, developer, Joe Wallace, and several constituents.

Council Member Pettis spoke with Joe Wallace.

Staff presentation by Mr. Yeager, Senior Planner.

Applicant presentation by Ms. Scheidel representing Meritage Homes.

DRAFT

Public Comments:

Dudley Johnson, Costa Mesa, spoke on protecting existing neighborhoods as well as approving a way to add more housing, expressed concern regarding parking enforcement and parking impacts on existing neighborhoods, and spoke on the logistics of a tandem garage.

Jay Humphrey, Costa Mesa, spoke in opposition of the pedestrian gate into the adjacent neighborhood, inquired on a crosswalk warning system, and spoke in favor of a town hall meeting format.

John Frasier, Costa Mesa, spoke on traffic congestion and traffic lights, suggested to have a right turn only out of the driveway, and is opposed to rezoning for the project.

Cynthia McDonald, Costa Mesa, stated the rezoning is not consistent with the General Plan, spoke on spot zoning, spoke on traffic congestion, stated opposition to taking City land without compensation, and requested the intersection design be approved by the Active Transportation Committee.

Warren Franklin spoke in agreement with the previous speakers comments, expressed concern on impacts from the project in Santa Ana, spoke on parking concerns and density, and expressed concern on conversion to rental units.

Speaker, requested less density due to impacts on the neighboring neighborhood, spoke on the soil and foundations, expressed concern on the new traffic light creating more congestion, and requested to remove the pedestrian gate.

Valerie Stokes, Costa Mesa, spoke in opposition to the pedestrian gate, expressed parking and safety concerns, and spoke on long term home values.

Elizabeth Hansburg, People for Housing Orange County, spoke in support of the project.

Tom Devlin, Costa Mesa, spoke in opposition to the pedestrian gate, spoke on overflow parking for the project at Shiffer Park, and spoke on the trip count per day.

Jenn Tanaka, Costa Mesa, spoke on spot zoning and that the project is inconsistent with the General Plan, spoke on parking concerns, and suggested solutions regarding the pedestrian gate.

Lynn Wiggett, Costa Mesa, expressed parking concerns, spoke on other projects with tandem garages and that residents park on Paularino Ave., and spoke in opposition of the pedestrian gate.

Marc Vukcevich, Costa Mesa, shared a story on racism, spoke in support of the project, and in support of enforcing residential parking standards.

Mary Ann Chappell, Costa Mesa, spoke on the height of the garages and buildings, expressed concerns on the traffic on Bear Street, and is opposed to tandem parking.

Speaker, expressed concerns on the traffic on Bear Street and Paularino Street, spoke on pedestrian and bicycle safety, spoke on enforcement of e-bikes, and suggested the property be converted into a park.

Natalie Foley, Costa Mesa, spoke in support of the project, spoke on parking and traffic concerns, spoke on pedestrian and bike safety, and housing affordability.

Janet Krochman, Costa Mesa, expressed concerns regarding parking, spoke in opposition of the project, spoke on adverse impacts to surrounding neighborhoods, and requested to leave the pedestrian gate closed.

Brendan Ford, Costa Mesa, spoke in support of the project and spoke on housing affordability.

Danielle Owens, Costa Mesa, spoke on affordable housing, spoke on a neighborhood meeting regarding improvements at Shiffer Park, expressed concern about parking in the neighborhood across the street, and requested additional meetings regarding parking concerns.

Speaker, spoke in opposition of the project, and expressed concerns regarding parking.

Regina Smith, Costa Mesa, expressed concerns regarding parking, expressed concern on crosswalk and pedestrian safety, and expressed concerns on traffic congestion.

Speaker, spoke on privacy concerns, and in opposition to the project.

Speaker, Costa Mesa, expressed concerns regarding parking, tandem parking, and guest parking.

Speaker, Costa Mesa, expressed concern on the height of the homes, privacy concerns, construction concerns, and is opposed to the pedestrian gate.

Speaker, spoke in opposition to the pedestrian gate, and expressed concerns on parking, noise, and crime.

Speaker, expressed concerns on the demolition of Trinity Broadcast Network, noise, dirt, heavy equipment problems, and parking issues.

Speaker, Costa Mesa, spoke on speeding in the neighborhood, spoke against opening the pedestrian gate, and expressed concerns regarding parking.

Speaker, spoke in support of the project.

Speaker, spoke in opposition to the project, expressed privacy concerns, and concerns on Measure K.

Speaker, spoke in opposition of the project.

Speaker, spoke in opposition of the project and expressed concerns regarding parking.

Erin Gonzalez, Costa Mesa, spoke in support of the project.

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Pettis
MOTION: Approve staff recommendation with the following change:

- Remove the pedestrian gate to Olympic Drive.

Council Member Reynolds requested to keep the pedestrian gate to Olympic Drive but provide a written plan or condition to include limited or timed access.

Mayor Pro Tem Chavez did not agree to the change.

SUBSTITUTE MOTION/SECOND: Council Member Reynolds
SUBSTITUTE MOTION: Approve staff recommendation with the following change:

- Keep the pedestrian gate to Olympic Drive but provide a written plan or condition to included limited or times access.
- Work with Public Works Transportation staff to integrate proactive engineering design features to provide enhanced pedestrian access and mobility at the entrance to the development at Bear St. and Bear St. crossing with considerations for leading pedestrian intervals, directional curb cuts, tighter turn radius to slow vehicle entering and leaving the development, and a pedestrian island.

The motion failed for lack of a second.

Mayor Pro Tem Chavez (1st) agreed to add the second part of the substitute motion to his original motion.

Council Member Pettis (2nd) agreed to the addition.

Council Member Reynolds requested to add that the Public Works Department assess current traffic calming concerns and opportunities to the triangle neighborhood.

Mayor Pro Tem Chavez (1st) and Council Member Pettis (2nd) agreed to the addition.

ORIGINAL MOTION/SECOND: Mayor Pro Tem Chavez/Council Member Pettis
MOTION: Approve staff recommendation with the following changes:

- Remove the pedestrian gate access to Olympic Drive.
- Work with Public Works Transportation staff to integrate proactive engineering design features to provide enhanced pedestrian access and mobility at the entrance to the development at Bear St. and the Bear St. crossing with considerations for leading pedestrian intervals, directional curb cuts, tighter turn radius to slow vehicles entering and leaving the development, and a pedestrian island.
- Direct the Public Works Department to assess current traffic calming concerns and opportunities to the triangle neighborhood.

The motion carried by the following roll call vote:
Ayes: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: Council Member Buley.
Abstain: None.
Motion carried: 6-0

ACTION:

1. City Council adopted Resolution No. 2025-35 to approve the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program

2. Adopted Resolution No. 2025-36 to approve the General Plan Amendment, Design Review, Tentative Tract Map, Density Bonus, and

3. Gave first reading to the Ordinance No. 2025-05 for the Rezone.

City Council recessed into a break at 10:00 p.m.

City Council reconvened at 10:15 p.m.

OLD BUSINESS:

1. SECOND READING AND ADOPTION OF AN ORDINANCE APPROVING A REZONE TO APPLY THE RESIDENTIAL INCENTIVE OVERLAY DISTRICT ZONING DESIGNATION TO THE PROPERTIES LOCATED AT 220, 222, 234, AND 236 VICTORIA STREET ("VICTORIA PLACE")

Presentation by Mr. Mendez, Senior Planner.

Public Comments: None.

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Marr
MOTION: Approve staff recommendation.
The motion carried by the following roll call vote:
Ayes: Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: Council Member Buley and Council Member Pettis.
Abstain: None.
Motion carried: 5-0

ACTION:
City Council gave second reading to and adopted Ordinance No. 2025-04 to approve rezone to apply the Residential Incentive Overlay District zoning designation to the project site for the properties located at 220, 222, 234, and 236 Victoria Street.

NEW BUSINESS:

1. RESOLUTIONS AFFIRMING THE CITY'S CORE VALUES AND SUPPORT FOR SENATE BILL 805, NO VIGILANTES ACT

Staff Presentation by Ms. Reyes, Interim Assistant City Manager, Mr. Barkman, Government Affairs Manager, and Mr. Escobar, Management Analyst.

Public Comments:

Speaker, spoke in support of the item.

Speaker, spoke in support of the item.

Speaker, spoke in support of the item.

Roberto Herrera, Resilience Orange County, spoke on the need for policy changes, tracking evictions and having a rental registry ordinance, spoke on rent control, spoke on an eviction moratorium, and funding a legal defense fund.

Speaker, requested funding for housing and legal aid assistance.

Speaker, Orange County Rapid Response Network, spoke on creating a legal defense fund, and requested to join the federal lawsuit.

Christian Lopez, Resilience Orange County, spoke on additional tenant protections, spoke in support of the item, requested a legal defense fund and a rental registry.

Shawn Drexler, Costa Mesa, spoke in support of the resolutions as written, spoke on a rental registry ordinance, and tracking all evictions, spoke on a legal defense fund, and spoke in support of the recommended actions.

Speaker, Santa Ana, spoke in support of the resolutions as written, supports legal assistance and emergency aid, and spoke on an eviction moratorium.

Speaker, spoke on individuals living in fear.

Speaker, spoke on individuals living in fear, and funding for housing and legal aid assistance.

Speaker, spoke in support of the item.

Speaker, spoke in support of requiring ICE agents to identify themselves and funding for housing and legal aid assistance.

Speaker, spoke in support of the item.

Speaker, spoke in support of the recommended action and funding for housing and legal aid assistance.

Speaker, spoke on the need to protect due process.

Speaker, spoke in support of SB 805, and spoke on an equal protection clause.

Victor Valladares, Resilience Orange County, spoke on an event in Huntington Beach and that federal agents were present, spoke on discrimination, and spoke in support of SB 805.

Patricia Benevenia spoke on families living in fear, discrimination, SB 805, and supports ICE agents to be unmasked and must provide identification.

Speaker, spoke on becoming an American and being here legally.

Juana Trejo thanked everyone who is helping others and spoke on people living in fear.

Carmen Ramerez requested a class on how to use zoom, spoke on the community being targeted based on skin color and that individuals are living in fear.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez
MOTION: Approve staff recommendation approving both resolutions and letter of support, direct staff to appropriate $100,000, $50,000 donated to Enough for All organization and $50,000 donated to Someone Cares Soup Kitchen. If there are any restrictions with donating monies to Enough For All, then donate the entire amount to Someone Cares Soup Kitchen. Additionally, directed the City Attorney to agendize at the next meeting options for a legal defense fund in cooperation with either the Public Law Center, Legal Aid, or the Orange County Bar Association, and for the City Attorney to provide options, if any, to join the Perdomo v. Noem case.

Council Member Marr requested to amend the motion if staff are unable to donate to Enough For All, the item shall be brought back to Council for further direction.

Mayor Stephens (1st) and Mayor Pro Tem Chavez (2nd) agreed to the change.

Council Member Marr requested staff to investigate the feasibility of implementing a tracking system for at fault evictions.

Mayor Stephens agreed to provide the direction to staff and that it does not need to be part of the motion.

Council Member Marr requested to narrow the organizations for legal aid to Orange County Legal Aid and Immigrant Defenders.

Mayor Stephens agreed to add the requested organizations to the list to investigate and that the City Attorney shall determine which agencies to contact.

Council Member Marr requested to include direction to staff to gather detention information, as other cities have done via FOIA requests.

Mayor Stephens clarified this is direction to staff.

Council Member Marr requested to strike the paragraph in the city's resolution (Attachment 1) regarding uneven enforcement. (Whereas, based on earlier indications by federal authorities, the expectation by local jurisdictions was that recent enforcement efforts would primarily target criminals and violent offenders and while some of this has occurred, there are also reports of uneven enforcement and detention and arrest of individuals without criminal records and/or those who are lawfully present in the United States)

Mayor Stephens (1st) and Mayor Pro Tem Chavez (2nd) agreed to the change.

Finance Director Molina requested Mayor Stephens to include in the motion to provide Interim City Manager and City Attorney the authority to enter into agreements for the donations.

Mayor Stephens (1st) and Mayor Pro Tem Chavez (2nd) agreed to the change.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez
MOTION: Approve staff recommendation approving both resolutions and letter of support, direct staff to appropriate $100,000, $50,000 donated to Enough for All organization and $50,000 donated to Someone Cares Soup Kitchen. If there are any restrictions with donating of monies to Enough For All or Someone Cares Soup Kitchen, to find alternatives and bring back to City Council for direction, strike the paragraph in the City's resolution regarding uneven enforcement, direct the City Attorney to agendize at the next meeting options for a legal defense fund in cooperation with the Public Law Center, the Orange County Bar Association, Orange County Legal Aid, or Immigrant Defenders, direct the City Attorney to provide options, if any, to join the Perdomo v. Noem case as a City, and provide Interim City Manager and City Attorney the authority to enter into agreements for the funding.
The motion carried by the following roll call vote:
Ayes: Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: Council Member Buley and Council Member Pettis.
Abstain: None.
Motion carried: 5-0

ACTION:
1. City Council adopted Resolution No. 2025-33 affirming the City's Core Values.

2. Adopted Resolution No. 2025-34 supporting California Senate Bill 805 (Perez), "No Vigilantes Act."

3. Approved of the Letter of Support for SB 805, the "No Vigilantes Act."

4. Directed staff to appropriate $100,000, $50,000 donated to Enough for All organization and $50,000 donated to Someone Cares Soup Kitchen, and if there are any restrictions to find alternatives and bring back to City Council for direction.

5. Removed the paragraph in the City's resolution regarding uneven enforcement.

6. Directed the City Attorney to come back at the next meeting with options for a legal defense fund in cooperation with the Public Law Center, the Orange County Bar Association, Orange County Legal Aid, or Immigrant Defenders.

7. Directed the City Attorney to provide options, if any, to join the Perdomo matter as a City.

8. Provided Interim City Manager and City Attorney the authority to enter into agreements for the funding.

2. PROFESSIONAL SERVICE AGREEMENT FOR THE ACQUISITION OF A NEW ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

Presentation by Ms. Molina, Finance Director.

Public Comments:

Ralph Taboada, Costa Mesa, spoke in support of the item, spoke on the previous strategic plan roadmap and the need for a revised plan to be presented to the City Council and the Finance and Pension Advisory Committee.

MOVED/SECOND: Mayor Stephens/Council Member Reynolds
MOTION: Approve staff recommendation.
The motion carried by the following roll call vote:
Ayes: Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: Council Member Buley and Council Member Pettis.
Abstain: None.
Motion carried: 5-0

ACTION:
1. City Council approved and authorized the Master Services Agreement and Statement of Work, to Denovo Ventures, LLC, for Oracle ERP implementation services for $2.9 million, for a five-year term, effective August 5, 2025 - August 4, 2030; a Managed Services Service Order for a Managed Services Post Go-Live for $0.2 million per term, with an additional term; if needed.

2. Approved and authorized the Ordering Document with Denovo Ventures, LLC for Oracle Cloud ERP subscription licensing, $285,000 annually per year, for $1.4 million, for a five-year term, effective August 5, 2025 - August 4, 2030, with option two (2) one-year renewals.

3. Approved and authorized the Cloud Services Agreement with Oracle America, Inc.

4. Authorized a ten percent (10%) contingency in the amount of $310,000 for unforeseen costs related to the project.

5. Authorized the Interim City Manager and the City Clerk to execute the PSA and within budget limits any future amendments to the agreement.

3. PROFESSIONAL SERVICES AGREEMENT WITH ENDEMIC ENVIRONMENTAL SERVICES INC. FOR THE FAIRVIEW PARK MESA RESTORATION PROJECT AND ADDENDUM TO THE 1997 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR FAIRVIEW PARK

ACTION:
City Council continued the item to a future meeting.

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS – NONE.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 12:04 a.m.

DRAFT

Minutes adopted on this 16th day of September, 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

DRAFT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-402 **Meeting Date:** 9/16/2025

TITLE:

DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

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

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

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

RECOMMENDATION:

Staff recommends the City Council designate Council Member Mike Buley as Costa Mesa's voting delegate and Deputy City Manager Alma Reyes as the alternate for the 2025 League of California Cities Annual Conference.

BACKGROUND:

The League of California Cities 2025 Annual Conference & Expo is scheduled on October 8-10, 2025, in Long Beach. An important part of the Annual Conference is the Annual Business Meeting that will be held on Friday, October 10, 2025. In order to vote at this meeting, the City Council must designate a voting delegate and up to two alternate voting delegates.

ANALYSIS:

The designation of a voting delegate will allow the City to participate in the Annual Business Meeting. It is at this meeting that the League membership considers and takes action on resolutions that establish League policy throughout the coming year. Information on what resolutions will be reviewed is not available at this time.

Consistent with League Bylaws, a city's voting delegate and up to two alternates must be designated by the City Council. A voting delegate can either be an elected or appointed official. Following City Council action, the City Clerk must submit the City's delegates through the online submission portal. The voting delegate and alternates must be registered to attend the conference. The voting delegates must be present at the Business Meeting and in possession of the voting card in order to cast a vote. Transferring a voting card to a non-designated individual is not allowed. Currently, Council Member Mike Buley and Deputy City Manager Alma Reyes are registered to attend the conference.

ALTERNATIVES:

City Council may choose to not appoint a delegate and alternates; therefore, the City will not have a

vote at the Annual Business Meeting.

FISCAL REVIEW:

There is no fiscal impact associated with the request to designate the voting delegate and alternates.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council designate Council Member Mike Buley as Costa Mesa's voting delegate and Deputy City Manager Alma Reyes as the alternate for the 2025 League of California Cities Annual Conference.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-439 **Meeting Date:** 9/16/2025

TITLE:

ADOPT LEGISLATIVE PLATFORM AND UPDATES TO COUNCIL POLICY 000-8

DEPARTMENT: **CITY MANAGER'S OFFICE/GOVERNMENT AFFAIRS**

PRESENTED BY: **JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER**

CONTACT INFORMATION: **JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER, (714)-754-5347**

RECOMMENDATION:

Staff recommends the City Council adopt Legislative Platform and revisions to Council Policy 000-8 on Legislative Positions.

BACKGROUND:

On May 20, 2025, the draft Legislative Platform (Attachment 1) was presented to the City Council. At the request of Councilmember Reynolds, the item was deferred to provide additional input. Also, Councilmember Marr, requested staff update Council Policy 000-8 (Attachment 2) to reflect the current process being proposed. Staff solicited further input from the Legislative Review Team at their meeting on July 23, 2025, and presented revisions to the Legislative Platform and Council Policy 000-8.

City Council Policy 000-8 authorizes the Mayor to execute legislative position letters on behalf of the City Council when the City's legislative partners have acted. Those partners are identified in the policy as the National League of Cities, League of California Cities, Association of California Cities - Orange County, or the Orange County Council of Governments.

ANALYSIS:

Legislative Platform & Process

Over the course of 2024 and 2025, staff worked to identify issues and legislation at the federal and state levels that impact the City. This included bills that the League of California Cities, Association of California Cities - Orange County, and other groups have noted of potential concern. In addition, discussions with Department Directors on past or current legislative proposals and issue areas of concern were collected into the attached proposed Legislative Platform for the City Council to consider (Attachment 1).

The purpose of this platform is to aid staff and City advocates in identifying legislation or budget proposals aligned with the City Council adopted goals. The platform provides a streamlined process for the City Council, City Manager, staff, and our legislative advocates to proactively engage on bills

and budget proposals. Adoption of the platform will allow staff and advocates to engage throughout the remainder of this year.

The proposed Legislative Platform provides the framework outlining the City's policy priorities, goals, and strategies for influencing legislative outcomes. The Legislative Platform prioritizes key areas in alignment with the City Council's Goals to:

- Strengthen the public's safety and improve the quality of life.
- Maintain and enhance the City's facilities, equipment, and technology.
- Diversify, stabilize, and increase housing to reflect community needs.
- Achieve long-term fiscal sustainability; and
- Advance environmental sustainability and climate resiliency.

The proposed Legislative Platform is structured around these 5 key priorities reflecting the City Council's commitment to fostering a safe, sustainable, and inclusive community. Below is an overview of how these priorities would be addressed by issue area:

Public Safety & Quality of Life: Support for measures that address community risks, reduce substance abuse, and crime prevention. Additionally, support measures improving transit, housing stability, and programs that serve our youth and seniors. Oppose unfunded mandates and reductions that impact local services.

Fiscal Sustainability: Support for continued funding of essential services to residents and protecting local revenues. Oppose restrictions on fees to recoup costs for services.

Housing: Support measures that promote coordination and resources to address and prevent homelessness. Oppose eliminating CDBG or other funds that provide housing assistance or support the City's Bridge Shelter.

Facilities and Infrastructure: Support funding for parks, infrastructure, and community facilities. Oppose legislation or diversion of local funds for these amenities.

Environmental and Climate Resiliency: Support investments to transition to clean energy and oppose eliminating programs that assist local agencies in planning or implementing projects to achieve sustainability.

City staff will return to the Legislative Review Team before the end of 2025 to review bills still pending and consider City priorities for the second year of the legislative two-year cycle. A final review will be presented to the City Council at the beginning of 2026. The goal is to review the platform every two years, coinciding with the beginning of the two-year legislative cycle. Staff will provide the Legislative Review Team and City Council with regular updates throughout the year on the progress of legislation and budget actions.

Once the platform is approved by the City Council, any legislation consistent with the principles will be identified by staff. Initial steps may include requesting information from a bill author, clarification of their intent, and discussions with legislative partners. Through these conversations, the City may share with legislative staff how proposed legislation impacts City operations and recommend

amendments. This process may include the City Attorney and the Legislative Review Team.

Finally, legislation in alignment with the key principles of the platform, or identified by the City's legislative partners, may be presented to the Mayor for a formal position letter. The goal of this process is for bills to be proactively identified. Bills not aligned with the platform or lacking any recommended position by the City's legislative partners may still be considered by the City Council. Councilmembers, community members, or other groups can request bill positions, which will be presented to the Legislative Review Team for review and consideration before consideration by the City Council. When a position is adopted, a letter will then be sent to the bill's author with copies to the City Council and other stakeholders as deemed appropriate by staff.

Council Policy 000-8

The updates in Attachment 2 remove references to a Chief of Staff position that no longer exists in the City Manager's Office and replaces it with the Government Affairs Manager. Lastly, the Legislative Platform is included in the process allowing the Mayor to execute position letters on issues consistent with the platform.

ALTERNATIVES:

The City Council may direct staff to make additional revisions to the Legislative Platform.

FISCAL REVIEW:

There is no direct fiscal impact to the City's Operating budget with this action, however, several principles in the legislative platform seek to identify or protect funding received by the City, which can have an impact should new funding be received or eliminated.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

The Legislative Platform seeks to achieve City Council goals as listed below:

- Strengthen the Public's Safety and Improve the Quality of Life
- Achieve Long-Term Fiscal Sustainability
- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Maintain and Enhance the City's Facilities, Technology and Equipment
- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council approve the proposed Legislative Platform and updates to City Council Policy 000-8.

City of Costa Mesa
Legislative Platform

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

The City of Costa Mesa will support in principle:

1. Federal and State budgets that promote stability and preserve local control of sales and cannabis taxes
2. Funding and legislation that expands access to Naloxone and~~,~~ decreases Fentanyl trafficking,
3. Legislation that improves safety of bike/scooter riders~~, and~~
4. ~~2.~~ Legislation that deters catalytic converter, metal, and retail theft
5. ~~3.~~ Investments in technology improving regional cooperation and real time crime prevention
6. ~~4.~~ Local oversight and administration of the Emergency Medical Services system, including the design of service areas, contracting for service, and the City's retention of "Section 201" rights to provide ambulance services with the ability to recoup costs
7. ~~5.~~ Legislation and funding for 911 infrastructure, community paramedicine programs, and incentives to address property and life safety standards (sprinklers, disaster planning, wildfires)
8. ~~6.~~ Tax incentives and financing tools for community revitalization, housing, and economic development that protects long-term residents and businesses
9. ~~7.~~ Funding for bikeways, infrastructure, and education to improve safety for riders and drivers
10. ~~8.~~ Funding for transit, alternative fuel fleets, bike or pedestrian routes, and congestion relief on 55 and 405 freeways aligned with the "Complete Streets" goal to enable safe access for all people, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities.

DRAFT

Support (continued)

11. Funding of at-~~risk~~promise youth programs, local arts activities, historic preservation, recreational facilities, preservation and restoration of ecological, biological, and cultural resources; or related programs with our partners (Schools, Non-profits, Community Groups) ~~NMUSD, SOY, YMCA~~)

~~9.~~12. Funding and measures that improve air quality

The City of Costa Mesa will oppose in principle:

1. Mandates on local agencies to enforce federal or state law enforcement duties under threat of loss of federal or state funding
2. Limits on local authority to regulate needle and syringe accessibility and exchange programs
3. Elimination or cuts to critical disaster response programs
4. State or county efforts to consolidate ambulance services away from cities, or reductions in Federal or State resources that support emergency and disaster response, preparedness, and training (FEMA, CalOES, US Fire Administration)
5. Efforts to divert local revenues or mandating local agencies take on services without funding or ability to recoup costs via fees
6. Restricting local regulation of group home facilities and residential care facilities in residential neighborhoods, including the application of zoning, building, and safety standards
7. Limits to local authority to review and approve cannabis retail locations, manufacturing sites, or restrictions on the City's general permitting authority of housing and commercial property
8. Reduction in funding for recreational activities, infrastructure, or transportation to facilities and programs
9. Unconditional release of violent or serious repeat offenders

Achieve Long-Term Fiscal Sustainability

The City of Costa Mesa will support in principle:

1. Federal and State budgets that maintain or strengthen services for residents and businesses allowing the City, businesses, and residents to plan and invest for growth

DRAFT

Support (continued)

2. Funding or other measures leading to crime reduction and establishment of real time crime centers
3. Funding, equipment, or training to aid in regional response to wildfire and other disasters
4. Measures that ensure local control of land use decisions, zoning, and development fees
5. Transparency in CalPERS on investment strategy and adoption of contributions rates
6. Local oversight and control of sales and cannabis taxes
7. Funding or measures supporting transit, alternative fuel fleets, and bike or pedestrian routes
8. Investments that relieve congestion on 55 and 405 freeways, improve public safety infrastructure, emergency preparedness, and first responder resources
9. Federal and State grants for recreational services, facilities, and youth programs

The City of Costa Mesa will oppose in principle:

1. Shifting services or responsibility to fund federal and state programs to local agencies without appropriate funding
2. Mandates increasing record retention or non-essential training without commensurate funding to support these activities
3. Limits on establishing or collecting municipal level fines or the use of asset forfeiture to support police services
4. Restrictions on local EMS administration and cost recovery
5. Limits on local control of short-term rentals and applicable fees or taxes
6. Restrictions on development fees or local funding tools for affordable housing
7. Restrictions on local permitting authority or diversion of grant and tax revenue allocations received by cities
8. Restrictions on local fees or revenues that support recreational activities and maintenance of related infrastructure
9. Eliminating programs or funding for transportation that support youth and community members access to facilities and programs

DRAFT

Diversify, Stabilize and Increase Housing to Reflect Community Needs

The City of Costa Mesa will support in principle:

1. Funding for behavioral health, wraparound services, and alternative avenues of health care that reduces the impact on the 911 system and first responders,
2. Funding and policies to incentivize cities ~~in support of cities~~ to plan and construct affordable housing and address individuals that are experiencing, or at risk of homelessness
3. Funding for community policing, homeless liaison efforts, and coordination with homeless service providers
4. Fire and life safety codes that enable affordable housing production
5. Funding for Community Development Block Grants (CDBG), HOME Investment Partnerships (HOME), Homeless Housing Assistance and Prevention (HHAP), and Homekey to promote regional coordination addressing homelessness and housing stability
6. Measures and funding that improve connections between housing and transit to reduce vehicle miles traveled
7. Measures or funding to streamline GIS systems or electronic submittals (plans, licensing, bids)
8. Funding and incentives to incorporate "Complete Streets" and active transportation design elements into housing and commercial developments

~~7.~~

The City of Costa Mesa will oppose in principle:

1. Eliminating programs or funding that support the City's outreach and response to homelessness or restrictions on other wraparound services that constrain the City (street medicine, Homekey, HOME, CDBG)
2. Constraints on local fees and financing tools that assist in the development of affordable housing
3. Restrictions on local fees or tools to provide recreational space in connection with newly approved housing

DRAFT

Maintain and Enhance the City's Facilities, Technology and Equipment

The City of Costa Mesa will support in principle:

1. Measures and funding to upgrade community facilities, streets, parks, trees, urban forestry, communication infrastructure, and ensure cybersecurity
2. Federal and State improvements to regional infrastructure (highways, electrical transmission, sustainability, waste removal)

The City of Costa Mesa will oppose in principle:

1. Diversion or reduction of taxes and revenues designated for local and regional capital improvements or infrastructure projects (sales taxes, impact or licensing fees)

Advance Environmental Sustainability and Climate Resiliency

The City of Costa Mesa will support in principle

1. Measures and funding that assist local agencies in the development and implementation of Climate Action and Adaptation Plans and meeting organic waste objectives
2. Incentives for residents and businesses to transition and invest in energy and water efficiency, sustainable energy, and transportation equipment
3. Regional planning and investments in electric vehicle charging infrastructure and zero-emissions equipment
4. Measures and funding to improve air quality and develop urban forestry projects
5. ~~3.~~ Streamlining clean energy infrastructure permitting for EVs and other energy efficiency projects

The City of Costa Mesa will oppose in principle:

1. Eliminating Federal and State programs for the transition to clean energy infrastructure and facilities
2. ~~1.~~ Eliminating tax credits or other funding incentives to residents and businesses to pursue energy efficiency or sustainable development

DRAFT

City of Costa Mesa, California Council Policy			
Subject Legislative Positions	**Policy Number** 000-8	**Effective Date** 5/16/91 Rev. 9/20/99 Rev. 2/4/20	**Page** 1 of 2

Background

Frequent involvement in local affairs by Federal, State, and County governments, the large number of special agencies and districts, and the City's interest of weighing in on matters that affect it, collectively make it imperative that a formalized proactive approach be taken toward legislation which may impact the welfare of the Costa Mesa community. Past City Councils have participated in the legislative process to varying degrees. For the most part, such participation has been informal.

Purpose

The purpose of this Policy is to establish a comprehensive and formal program for addressing legislative issues. This includes the establishment of signatory authority and the creation of legislative review guidelines.

Policy

1. The City Manager, or designee, shall be responsible for overseeing the legislative review process.

2. A Legislative Review Team, consisting of the Mayor, Mayor Pro Tem, the City Manager, and the ~~Chief of Staff~~Government Affairs Manager, shall periodically review legislation and formulate the City's position. A legislative platform shall be reviewed and presented to the City Council for adoption biennially.

3. The Mayor is authorized to execute position letters on behalf of the City Council when the position is in concurrence with the legislative platform and/or that of the City's legislative partners: The National League of Cities, the League of California Cities, the Association of California Cities – Orange County, or the Orange County Council of Governments. At the direction of the Legislative Review Team, position letters may also be executed by the City Manager, or designee, as appropriate.

4. Formal Council approval is required in the following instances:

    a. When none of the City's legislative partners has taken a support or oppose position.
    b. When the City's legislative partners have taken contradictory positions.
    ~~b.~~c. When an issue is not addressed in the legislative platform

5. Individual City Council members may recommend to the Legislative Review Team, for review and recommendation, positions they wish the City to take on legislation.

6. City Commissions and Committees are prohibited from sending legislative position letters but may make recommendations to the Legislative Review Team or the City Council.

7. All City Council members shall receive a copy of all legislative position letters written on city letterhead. A quarterly activity report of the City's legislative positions, and the status of such legislation, will be provided to the City Council.

8. The preceding in no way infringes upon the right of the City Council members to express individual positions on legislative issues. In expressing an individual position, City Council members will clearly state that the position is personal and not sent on behalf of the City or City Council.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-428 **Meeting Date:** 9/16/2025

TITLE:

COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF COSTA MESA FOR BRIDGE MAINTENANCE REPAIRS ON THE ADAMS AVENUE BRIDGE OVER THE SANTA ANA RIVER AND GREENVILLE BANNING CHANNEL

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION**

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

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

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Cooperative Agreement between the County of Orange and the City of Costa Mesa for funding and maintenance of the Adams Avenue Bridge over the Santa Ana River and Greenville Banning Channel.

2. Authorize the Interim City Manager and the City Clerk to execute the Cooperative Agreement and future amendments thereto.

BACKGROUND:

The County of Orange, through Orange County Public Works (OCPW), has embarked on a maintenance program for its bridge structures throughout the county and has scheduled bridge maintenance repairs on the Adams Avenue Bridge over the Santa Ana River and Greenville Banning Channel (Attachment 1).

OCPW has been taking the lead for the maintenance activities for this bridge and has approved the repair of the bridge. The planned scope of work for the project includes replacing the bridge joint seals and repairing the damaged handrails on the bridge. The west portion of the bridge is within the County's jurisdiction, whereas a portion of the bridge on the east side roadway approach, to 40-feet east of the bridge, is within the City of Costa Mesa's public right-of-way limits.

ANALYSIS:

OCPW has maintained the bridges within its jurisdiction and jointly cooperated with the City of Costa Mesa in its efforts to upgrade its facilities. The proposed work will utilize County funds; no City funds will be used for these bridge maintenance projects.

The Cooperative Agreement for bridge maintenance (Attachment 2) is necessary for the County to fund this project that partially lies within the City's right-of-way. In order for the County to expend funds outside of its jurisdiction, the portion of the bridge structure that's within the City of Costa Mesa's public right of way limits would need to be declared as a County highway to be repaired with County funds. To accomplish this, and in accordance with Streets & Highways Code, Sections 1700-1703, the County would adopt a resolution declaring the City's roadway within the project area to be a County highway for the purposes of construction and maintenance only. Upon receipt of the County's resolution, the City would then consent, also by resolution, to the proposed County highway status.

This Cooperative Agreement will become effective upon the approval of the City Council and the County Board of Supervisors.

ALTERNATIVES:

The alternative to the Council action would be to reject the County's proposed Cooperative Agreement. Staff does not recommend this action as this will lead to the further degradation of the bridge and the City may be obligated to use its own funds for the maintenance and repair.

FISCAL REVIEW:

There is no fiscal impact to the City of Costa Mesa. City funds will not be used for this project. The County of Orange will be responsible for all maintenance and repair expenses.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the proposed Cooperative Agreement and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life

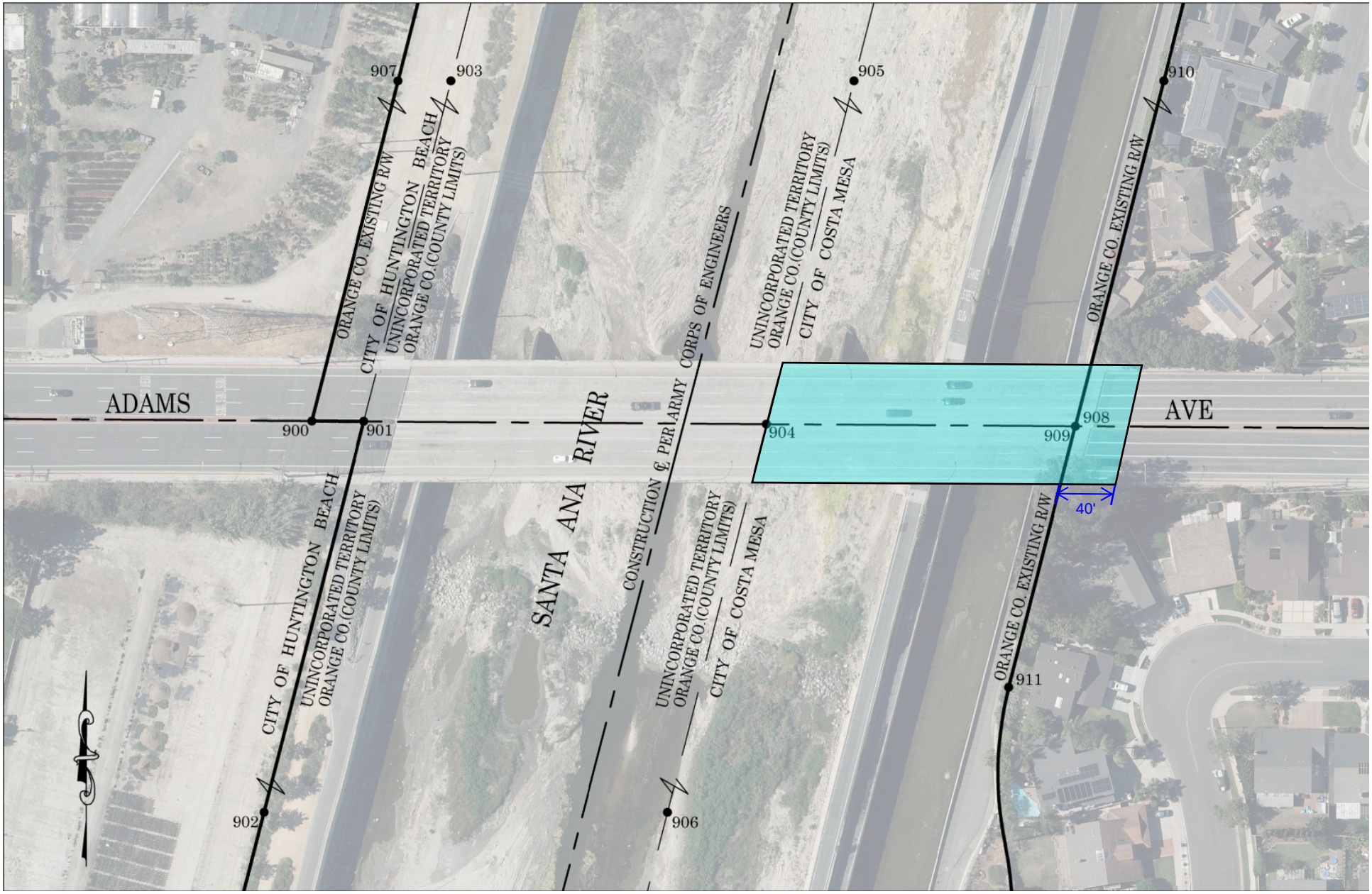
CONCLUSION:

Staff recommends the City Council:

1. Approve the proposed Cooperative Agreement between the County of Orange and the City of Costa Mesa for funding and maintenance of the Adams Avenue Bridge over the Santa Ana River and Greenville Banning Channel.

2. Authorize the Interim City Manager and the City Clerk to execute the Cooperative Agreement and future amendments thereto.

ATTACHMENT 1



COUNTY OF ORANGE
DEPARTMENT OF
PUBLIC WORKS

ORANGE COUNTY PUBLIC WORKS: CONSTRUCTION

EXHIBIT: Location Map

SCALE: NTS

ATTACHMENT 2

COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF COSTA MESA FOR FUNDING AND MAINTENANCE OF THE ADAMS AVENUE BRIDGE OVER SANTA ANA RIVER AND GREENVILLE BANNING CHANNEL

This Cooperative Agreement is made entered into this _____ day of _____, ___ ("Agreement"), by and between the COUNTY OF ORANGE ("County"), a political subdivision of the State of California, and the CITY OF COSTA MESA ("City"), a municipal corporation in the State of California. The County and City shall sometimes be referred to as "Party" or collectively as "Parties".

RECITALS

A. County and City desire to perform maintenance on the Adams Avenue Bridge over the Santa Ana River and Greenville Banning Channel (Bridge Number 55C0344) ("Project").

B. The Project is within the municipal jurisdiction of the County and the City. The location and boundaries of the Project are more fully described and depicted in Attachment A, which is attached hereto and incorporated herein by this reference.

C. The Orange County Flood Control District obtained property ownership in 1958 for Parcel No. 302.2 and 400.6, 1959 for Parcel No. 305, 1960 for Parcel No. 406.1, and 1974 for Parcel No. 306, 409 as part of the Santa Ana River Channel.

D. These parcels were also included in Ordinance No. 62-7 which approved the annexation of unincorporated Orange County to the City of Costa Mesa in 1962.

E. The County historically has owned and maintained the Adams Avenue Bridge and agrees to continue to operate, own and maintain this bridge over the Santa Ana River including bridge widening in 1977. Currently, the County Road Index only includes 0.06 miles (approximately 317 linear feet) with a total bridge length of 540 linear feet.

D. The County desires to adopt the remaining length of the Adams Avenue Bridge as a County Highway, which currently lies within a city for the purposes of construction, maintenance, improvement, and repair, in accordance with Streets and Highways Code 1700-1703.

D. The County is coordinating with the City to prepare the Engineering Plans, Specifications and Estimate ("PS&E") for the Project to perform maintenance activities including repairing damaged handrail and replacement of joint seals.

E. The Parties wish to specify their respective roles and responsibilities for funding obligations and execution of the Project.

AGREEMENT

In consideration of the foregoing and the mutual promises set forth below, the Parties agree as follows:

1. Funding obligations

1.1. County will be responsible for one hundred percent (100%) of the funding for the Project.
1.2. County shall use available funding, including but not limited to County's Senate Bill 1 (SB1) funds or Road funds.

2. County Highways Declaration

2.1. Pursuant to California Streets & Highways Code Sections 1700 – 1703, the County shall adopt a resolution designating the City's Roadways within the Project area as County highways for the purposes of construction and/or maintenance.

2.2. Following receipt of County's resolution, the City shall adopt a resolution consenting to the County highway designation.

3. Project Responsibilities

3.1. County shall serve as the lead agency for the Project and shall be responsible for managing and administering the construction contract, overseeing the work, and ensuring compliance with applicable laws, standards, and this Agreement.

3.2 County shall coordinate all construction activities and be responsible for contractor supervision, contract compliance, and overall Project execution.

3.3 City shall have access to the Project for purpose of inspection. City shall inspect work within City's jurisdiction. Should City deem any remedial work to be necessary, City shall notify County in writing within three (3) business days of inspection ("Remedial Work Notice"). Notification shall specifically describe the needed corrections and proposed remedial work. If the remedial work requested by the City is outside the Project's plans or beyond the scope from the approved PS&E, then the City shall be responsible for one hundred percent (100%) of the cost of that work.

3.4 County shall respond to City's Remedial Work Notice within five (5) business days of receipt ("County Response"). If County believes the requested remedial work is not necessary, County Response shall explain in detail why the remedial work is not required/necessary. Parties shall work collaboratively to come to an acceptable solution for both Parties.

3.5 County shall process any contract change orders ("CCOs") that are necessary for completing the Project. County shall provide notice to City of any CCO's within the City's jurisdiction prior to moving forward with the CCOs work. County shall be

responsible for funding one hundred percent (100%) of the costs associated with any County requested CCOs.

3.6 City shall approve CCOs related to City's portion within three (3) business days of receipt from County. If City does not respond to a CCO within three (3) business days of receipt, then the CCO shall be deemed approved by the City.

4. City Permits and Fees

For work performed under this Agreement, the County, its contractors, subcontractors, and agents shall not be required to obtain a City encroachment permit or any other City permit, nor shall they be required to pay and city fees.

5. Project Acceptance

5.1 Prior to County filing a Notice of Completion, the City Engineer shall review and provide written approval of all Project work in accordance with the approved PS&E, work order, and CCOs (together "Contract Documents") for the Project. The City Engineer's written approval shall only be withheld for work not completed in accordance with the Contract Documents for the Project. Uncompleted work shall be proactively identified and remediated during the City's inspections in accordance with Paragraph 3.3 above.

5.2 County shall furnish the City with one set of record drawings for the completed Project and a copy of the filed Notice of Completion.

6. Term of Agreement

This Agreement shall become effective upon the approval of both the City Council and the County Board of Supervisors and shall continue in effect until the filing of the Notice of Completion or terminated by either Party as allowed in this Agreement in Paragraph 7.

7. Termination

7.1 At any time prior to the County issuing the Notice to Proceed to County's Contractor to perform the work, either Party may terminate this Agreement without cause by thirty (30) days' prior written notice to the other Party.

7.2 After the issuance of the Notice to Proceed, this Agreement may be terminated only in the event that County or City defaults in the performance of their obligations under this Agreement or materially breaches any of the provisions of this Agreement. In the even of a default, either Party may terminate this Agreement with thirty (30) days' prior written notice to the other Party. However, in the event that the defaulting Party cures such default within the thirty (30) day period to the satisfaction of the non-defaulting Party, then the request to terminate shall be deemed revoked.

7.3 City acknowledges and agrees that the County's ability to perform its obligations under this Agreement is contingent upon the availability of adequate funding, including but not limited to appropriations from federal, state, or local sources. In the even the County determines, in its sole discretion, that sufficient funding is no longer available to carry out the Project, the County may terminate this Agreement by providing City with written notice of termination at least thirty (30) days in advance.

7.4 Upon the termination of the Agreement, neither Party shall have any further obligations under this Agreement, except for those obligations that expressly survive termination.

8. Insurance

County shall require its contractor to identify the City as an additional insured with insurance coverage satisfactory to the Parties.

9. Indemnification and Hold Harmless

9.1 City agrees to indemnify, defend (with counsel approved by County), save and hold County and each of its elected officials, officers, directors, agents and employees harmless from any and all claims, injuries, liabilities, actions, damages, losses or expenses, of every type and description arising out of ay act or omission of City, its employees, representatives, agents and independent contractors in connection with the implementation of the actions described in this Agreement.

9.2 County agrees to indemnify, defend (with counsel approved by City), save and hold City and each of its elected officials, officers, directors, agents, and employees harmless from any and all claims, injuries, liabilities, actions, damages, losses, or expenses, of every type and description arising out of any act or omission of County, its employees, representatives, agents and independent contractors in connection with the implementation of the actions described in this Agreement. County shall require its contractor on the Project to indemnify the City to the same extent contractor is required to indemnify County in connection with the Project.

9.3 The provisions in this entire Section 9 shall survive the termination of this Agreement.

10. Notices

All notices, documents, correspondence and communication concerning this Agreement shall be addressed as set forth in this paragraph. All communication may be sent through the United States mail with postage prepaid, by Federal Express, by United Parcel Service, or by E-Mail to the E-Mail address listed below. All communication shall be deemed served or delivered forty-eight (48) hours after mailing or by acknowledgment of receiving party. Either Party may change the address for Notices by giving the other Party written notice of the new address.

To County:
County of Orange
OC Public Works
601 N. Ross Street
Santa Ana ,CA 92701
ATTN: Melissa Pasa, P.E.
Senior Engineering Manager
(714) 647-3977
Melissa.Pasa@ocpw.ocgov.com

To City:
City of Costa Mesa
Public Works Department
77 Fair Drive
Costa Mesa, CA 92626
ATN: Derek Wieske, P.E.
Assistant City Engineer
(714) 754-5291
Derek.Wieske@costamesaca.gov

11. Authority

The Parties represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

12. Relationship of Parties/No Third-Party Beneficiaries

The Parties acknowledge and agree that nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between the County and the City. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person, group or entity as a third-party beneficiary.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action or proceeding arising under this Agreement shall be brought and maintained in a court of competent jurisdiction located in Orange County, California. The Parties hereby consent to jurisdiction and venue in such court and expressly waive any objection based on Code of Civil Procedure Section 394 or any similar provision.

14. Severability

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15. Waiver of Rights

The failure of either Party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver of any of

that Party's rights or remedies, nor shall it be deemed a waiver of the right to require strict performance of all terms, covenants, and conditions in the future. Any waiver of a right or remedy under this Agreement shall be effective only if made in writing and signed by the Party waiving such right or remedy.

16. Attorneys Fees

In the event of any litigation or dispute arising out of or relating to this Agreement, each Party shall be solely responsible for its own attorneys' fees, court costs, and other legal expenses.

17. Remedies

In addition to any other rights or remedies available at law or in equity, either Party may pursue legal action to remedy any default, recover damages, compel specific performance, obtain injunctive or declaratory relief, or seek any other appropriate remedy.

18. Force Majeure

Either Party shall be excused from performing its obligations under this Agreement to the extent and for the duration that performance is prevented by an unforeseeable cause beyond its reasonable control, including but not limited to, instances of fire, flood, Act of God, commandeering of material, products, plants, or facilities by the federal, state, or local government, any national fuel shortage, or other similar events. Such nonperformance shall not include acts or omissions by the other Party, except as otherwise expressly provided herein. The nonperformance must be unforeseeable, beyond the control of the non-performing Party, and not due to the non-performing Party's fault or negligence.

The Party claiming excuse due to a force majeure event shall promptly provide satisfactory written evidence of the occurrence and its impact on performance to the other Party.

19. Counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

20. Entirety & Amendments

This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. This Agreement may be amended only by a written instrument agreed to and signed by the Parties.

21. Exhibits

This following Exhibits are attached to this Agreement and incorporated herein by this reference.

Exhibit A – Location Map
Exhibit B – County Resolution per Streets & Highways Code §1700-1703

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first written above.

CITY OF COSTA MESA,
A Municipal Corporation

By: _____
Cecilia Gallardo-Daly, Interim City Manager

Date: _____

APPROVED AS TO FORM:
Costa Mesa City Attorney

Attest:

By:_____
Kim Barlow, City Attorney

_____
Brenda Green, City Clerk

COUNTY OF ORANGE,
A political subdivision of the State of California

Date: _____

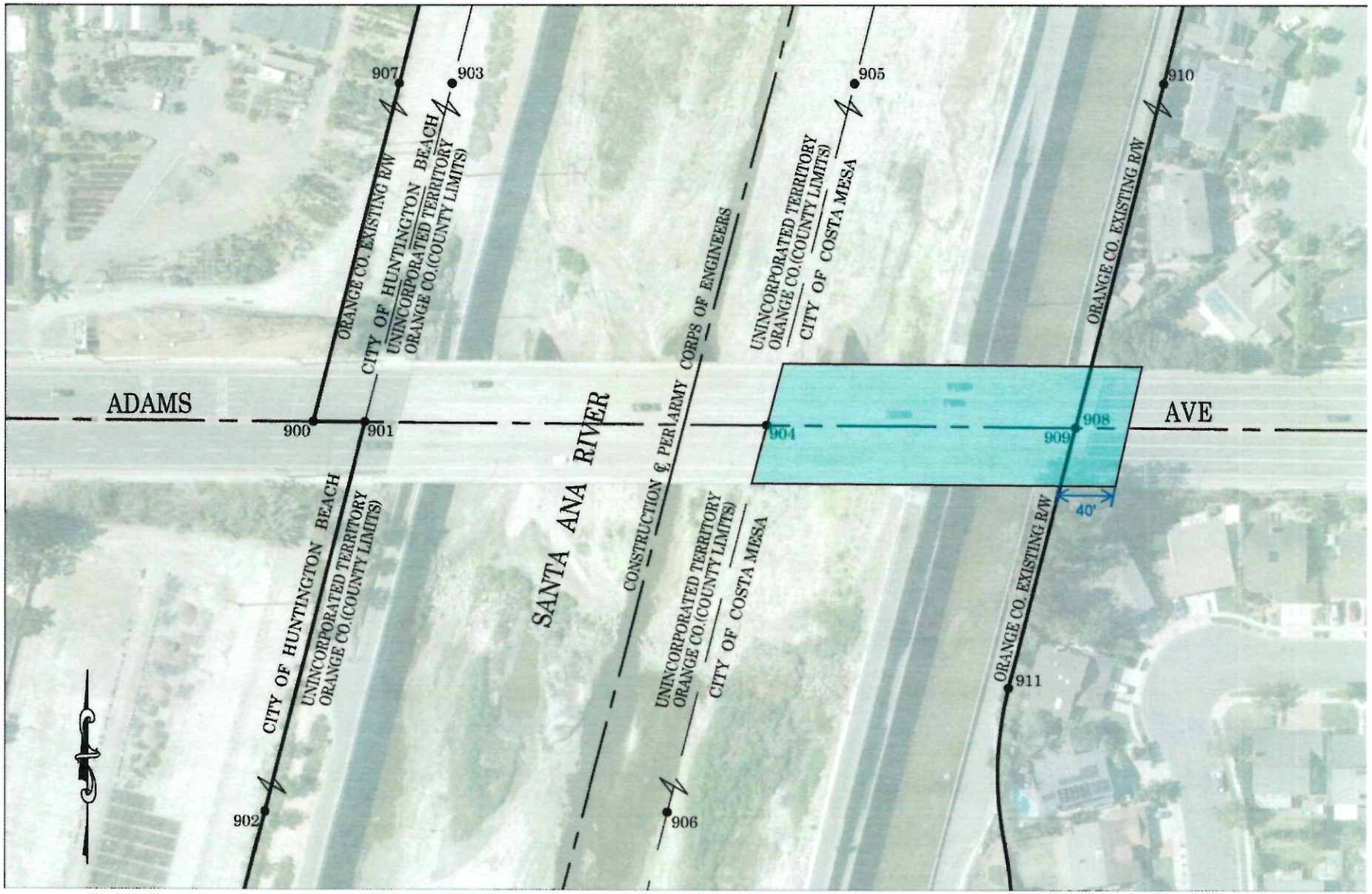
By: _____
Chairman of the Board of Supervisors
County of Orange, California

Attest:

_____
Robin Stieler
Clerk of the Board of Supervisors
of Orange County, California

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By:_____
Deputy County Counsel



COUNTY OF ORANGE CALIFORNIA	COUNTY OF ORANGE DEPARTMENT OF PUBLIC WORKS	ORANGE COUNTY PUBLIC WORKS: CONSTRUCTION
		EXHIBIT: LOCATION MAP
		SCALE: NTS **Page 1 of 1**

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STREETS AND HIGHWAYS CODE - SHC

DIVISION 2. COUNTY HIGHWAYS [900 - 1757] *(Division 2 enacted by Stats. 1935, Ch. 29.)*

CHAPTER 9. Cooperation by Counties [1670 - 1732] *(Chapter 9 enacted by Stats. 1935, Ch. 29.)*

ARTICLE 3. Extension of County Highways Through Cities [1700 - 1706] *(Article 3 enacted by Stats. 1935, Ch. 29.)*

1700. The board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, declare any highway in the county lying in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.

(Amended by Stats. 1961, Ch. 730.)

1701. A copy of such resolution shall be forwarded to the governing body of the city within which is included any portion of the highway. Such governing body may consent to the establishment of such included portion as a part of the county highway. Upon the taking effect of an ordinance or resolution containing such consent, such portion of such highway shall become a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.

(Amended by Stats. 1967, Ch. 1165.)

1702. Thereafter the board of supervisors of the county may acquire rights-of-way for, construct, maintain, improve, or repair such highway in the same manner as other county highways, and may pay for such work out of one or more of the following:

(a) The county general fund.

(b) The road fund.

(c) The proceeds of any county bond issue voted for the purpose of laying out, constructing, maintaining, improving or repairing county highways.

(d) Any other fund available for such purposes.

(Amended by Stats. 1963, Ch. 485.)

1703. Nothing contained in this article shall limit in any manner the police power of any city with reference to any such street or portion of street improved under the provisions of this article.

(Enacted by Stats. 1935, Ch. 29.)

1704. At any time after all or a portion of a city street becomes a county highway, as provided in this article, and all improvements commenced by the county, or its agents thereon, have been fully completed, the board of supervisors of such county may adopt a resolution declaring that all or any portion of such street is no longer a county highway. Ten days after the filing of such resolution with the clerk of the city within which the street lies, such street, or the portion thereof described in the resolution, shall cease to be a county highway.

(Amended by Stats. 1935, Ch. 140.)

1705. Whenever county bonds are voted or a special tax is levied for paving a county highway, and the natural course of such highway runs into or through any city, the board of supervisors shall pave within such city that portion of the highway which is designated by the chief executive of the city and the county supervisor in whose district such portion is located. Such highway portion shall be constructed to standards equal to those of the highway approaching such city. If such chief executive and such supervisor do not agree as to what street will be thus designated, then the chairman of the commission shall designate the street and his judgment shall be final and conclusive.

(Enacted by Stats. 1935, Ch. 29.)

1706. Whenever a city permits a county to use the city streets and highways for the purpose of constructing and maintaining any highway or boulevard as part of a county system of roads pursuant to Section 1850, the board of supervisors may construct and maintain such bridge or bridges on such highway or boulevard within the city as it deems necessary, and may macadamize, pave, curb, or gutter, such highway or boulevard in such manner as it determines; and the cost or expense thereof shall be paid from the general fund of the county.

(Added by Stats. 1951, Ch. 463.)

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-429 **Meeting Date:** 9/16/2025

TITLE:

APPROVAL OF A SUMMARY VACATION OF EXCESS RIGHT-OF-WAY AT 174 EAST 19TH STREET

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**
CONTACT INFORMATION: **SEUNG YANG, P.E., CITY ENGINEER (714) 754-5335**

RECOMMENDATION:

Staff recommends the City Council:

Adopt Resolution No. 2025-xx ordering the summary vacation of a portion of right-of-way at 174 East 19th Street and authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk.

BACKGROUND:

At the request of the property owner, the Engineering Division has reviewed a request to vacate excess right-of-way at 174 East 19th Street. Attachment 1 depicts the proposed street vacation area.

Previous City and County Master Plans of Highways designated East 19th Street as a 4-lane highway; however, the Master Plan designation of the street was downgraded to a 2-lane collector street. As a result, the previously dedicated right-of-way required to construct a 4-lane highway is no longer required. Presently, East 19th Street has been constructed to fulfill the current Master Plan and Streets and Highways capacity requirements, thus leaving 10 feet of excess right-of-way along the property.

ANALYSIS:

In 1968, in accordance with the prior Master Plan, the 10-feet of right-of-way along East 19th Street was dedicated by easement document, Book 8726, Page 87, and recorded on September 19, 1968. East 19th Street at this location was not improved to the full dedication width, and was subsequently downgraded to a collector street, creating excess right-of-way.

Currently, there are no utilities within this portion of the public right-of-way; therefore, a reservation for a utility easement is not required. The Engineering and Transportation Services Divisions, as well as the Active Transportation Committee have reviewed the excess right-of-way. It was determined that East 19th Street is classified as a Class III bicycle facility. Consequently, additional right-of-way is not required for any motorist and/or non-motorist usage. Attachment 2 shows a typical street cross-section for this situation with East 19th Street being a Class III bicycle facility.

The vacation of this portion of excess right-of-way is in conformance with the objectives of the General Plan Circulation Element and conforms to the California Streets and Highways, Chapter 4, Section 8334(a), which allows a local agency to summarily vacate an excess right-of-way of a street or highway not required for street or highway purposes. The Active Transportation Committee reviewed the request for the subject easement vacation on September 5, 2024, and unanimously recommended the right-of-way vacation.

On November 12, 2024, a report was presented to the Planning Commission outlining the proposed vacation as required by Government Code Section 65402. Subsequently, the Planning Commission adopted Resolution No. PC-2024-28 (Attachment 3) finding that the proposed vacation of portion of East 19th Street excess right-of-way is consistent with the City's General Plan.

The vacation of streets or highways may proceed without a public hearing by meeting specific provisions of the California Streets and Highways Code, Sections 8330 through 8334.5, inclusive. The major conditions that must be met to avoid a public hearing are:

1. The road has not been used by the public for at least 5 years.
2. No utilities are constructed within the road.
3. Only one property ownership is affected.

Staff prepared the proposed resolution ordering the vacation of excess right-of-way (Attachment 4). Staff also recommend that a Quitclaim Deed be executed, relinquishing the City of any interest in said excess right-of-way (Attachment 5).

ALTERNATIVES:

The City could retain the excess right-of-way and continue to be responsible for its maintenance and safety. However, this portion of right-of-way is not necessary for any public or utility purposes and is not needed now, or in the future for any motorist and/or non-motorist public usage.

FISCAL REVIEW:

If this resolution is adopted, and once the area has been vacated, the County Assessor could potentially determine the area added to the property as taxable square footage. The revenue collected from the additional taxable area would be recorded in the City's General Fund (Fund 101).

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 is administrative in nature.

CONCLUSION:

Staff recommends the City Council:

Adopt Resolution No. 2025-xx ordering the summary vacation of a portion of right-of-way at 174 East 19th Street and authorize the execution of the Quitclaim Deed by the Mayor and the City Clerk.



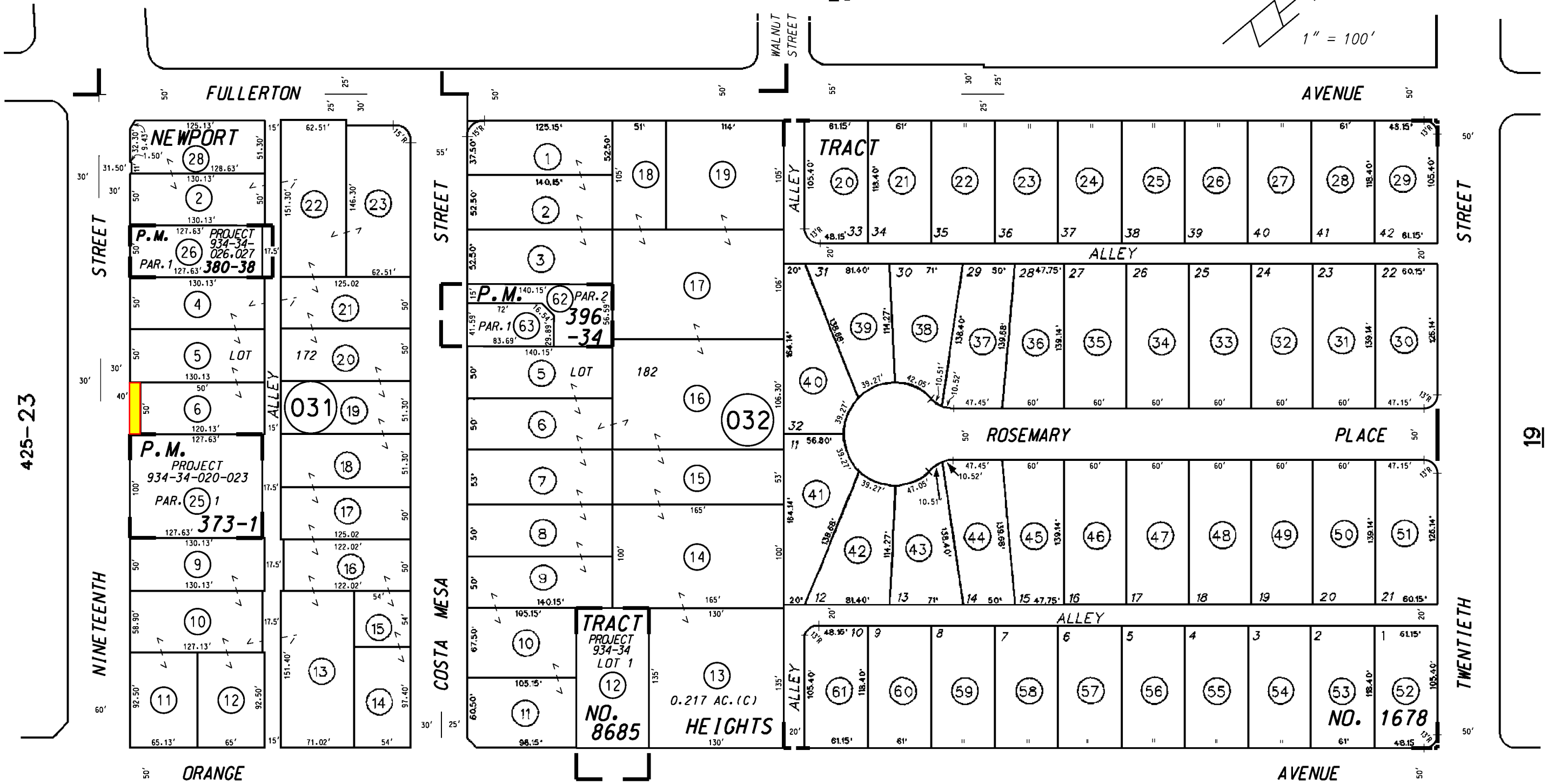
174 E 19th Street

= Proposed Street Vacation Area

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSESSOR MAKES NO GUARANTEE AS TO ITS ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
© COPYRIGHT ORANGE COUNTY ASSESSOR 2020

= PROPOSED AREA TO BE VACATED

1" = 100'



MARCH 1976

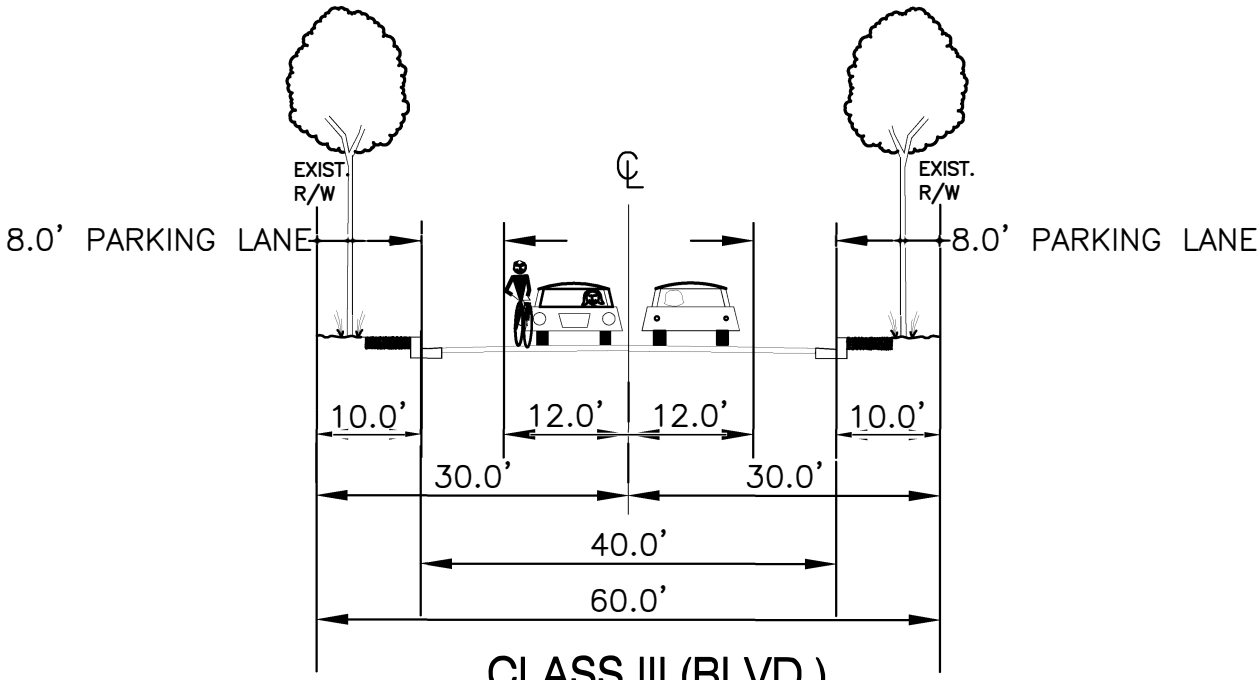
NEWPORT HEIGHTS
TRACT NO. 1678
TRACT NO. 8685
PARCEL MAP

M.M. 4-83
M.M. 52-27
M.M. 352-22,
P.M. 373-1, 380-38, 396-34

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP
BOOK 426 PAGE 03
COUNTY OF ORANGE

ATTACHMENT 2



CLASS III (BLVD.)
CROSS SECTION

RESOLUTION NO. PC-2024-28

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA FINDING THAT THE PROPOSED VACATION OF PUBLIC RIGHT-OF-WAY LOCATED ADJACENT TO THE PROPERTY AT 174 EAST 19TH STREET IS IN CONFORMANCE WITH THE CITY OF COSTA MESA 2015-2035 GENERAL PLAN

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY RESOLVES AS FOLLOWS:

WHEREAS, the City of Costa Mesa is considering vacating a 10-foot deep by 50-foot wide, 500 square foot portion of the East 19th Street unimproved right-of-way;

WHEREAS, the Government Code of the State of California, Section 65402, provides in part that a local agency shall not acquire real property nor abandon or dispose of any real property, nor construct a public building or structure in any county or city, until the location, purpose, and extent of such activity has been reported upon as to conformity with the adopted General Plan applicable thereto;

WHEREAS, the Costa Mesa City Council adopted the City of Costa Mesa 2015-2035 General Plan on June 21, 2016;

WHEREAS, the California Streets and Highways Code, allows a local agency to vacate excess right-of-way of a street or highway. The proposed right-of-way vacation has been reviewed by the Engineering Division of the City of Costa Mesa, and it has been determined that this portion of East 19th Street is not necessary for the present or prospective public street and highway purposes;

WHEREAS, the subject right-of-way is located on the northerly side of East 19th Street between Fullerton Avenue and Orange Avenue adjacent to real property located at 174 East 19th Street;

WHEREAS, even with the requested vacation, the remaining right-of-way on East 19th Street at this location would provide a 60-foot right-of-way that includes public parkway with sidewalk and landscaping, consistent with the City's Master Plan of Highways;

WHEREAS, the property at 174 East 19th Street abutting the subject right-of-way will revert back to the owner of 174 East 19th Street and will be designated as Medium Density Residential and zoned as R2-MD, Medium Density Multi-Family Residential;

WHEREAS, the excess right-of-way vacated has been found by the Engineering Division of the City of Costa Mesa to be unnecessary for any present or prospective motorist or non-motorist use, and as such, the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the excess right-of-way area;

WHEREAS, the proposed area to be vacated is shown in Attachment 2 to the Planning Commission Agenda Report dated November 12, 2024;

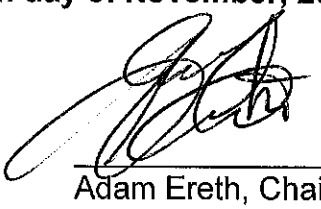
WHEREAS, the Costa Mesa Planning Commission reviewed the proposed real property acquisition and General Plan conformance findings as set forth the Planning Commission Agenda Report dated November 12, 2024;

WHEREAS, the proposed vacation of excess public right-of-way adjacent to the property located at 174 East 19th Street is in conformance with the City of Costa Mesa General Plan for the purposes stated therein is in conformance with the General Plan; and

WHEREAS, the project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule), in that it can be seen with certainty that there is no possibility that the proposed abandonment/vacation will result in a significant effect on the environment;

NOW, THEREFORE, BE IT RESOLVED that, the Planning Commission does hereby: 1) Adopt the Planning Commission Agenda Report dated November 12, 2024 as its report for purposes of reporting General Plan conformance pursuant to Government Code Section 65402 related to the abandonment/vacation of a 10-foot deep by 50-foot wide, 500 square foot strip of unimproved public right-of-way located adjacent to the property at 174 East 19th Street; 2) Finds that the proposed vacation of a 10-foot deep by 50-foot wide, 500 square foot strip of land adjacent to the real property located at 174 East 19th Street is in conformance with the City of Costa Mesa General Plan; and 3) Finds that the proposed vacation of a 10-foot deep by 50-foot wide, 500 square foot strip of land adjacent to the real property located at 174 East 19th Street is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

PASSED AND ADOPTED this 12th day of November, 2024.



Adam Ereth, Chair
Costa Mesa Planning Commission

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

I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2024-28 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on November 12, 2024 by the following votes:

AYES: Ereth, Toler, Andrade, Martinez, Rojas

NOES: None

ABSENT: Klepack, Zich

ABSTAIN: None

Scott Drapkin, Secretary
Costa Mesa Planning Commission

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ORDERING THE VACATION OF A PORTION OF EAST 19TH STREET AT 174 EAST 19TH STREET

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

WHEREAS, the property owners of 174 East 19th Street have requested that the City of Costa Mesa ("City") vacate a portion of the East 19th Street right-of-way located adjacent to the property at 174 East 19th Street; and

WHEREAS, the City desires to vacate a portion of the East 19th Street right-of-way located adjacent to the property at 174 East 19th Street, as more particularly described in Exhibits A and B, attached hereto and incorporated herein by this reference, hereafter referred to as the "area to be vacated"; and

WHEREAS, Section 8334(a) of California Streets and Highways Code allows a local agency to summarily vacate an excess right-of-way of a street or highway not required for street or highway purposes; and

WHEREAS, the City Engineer has reported to the City Council that the area to be vacated is excess right-of-way not required for street or highway purposes; and

WHEREAS, there are no public utilities located in the area to be vacated; and

WHEREAS, on September 5, 2024, the Active Transportation Committee reviewed the vacation request and unanimously approved it; and

WHEREAS, on November 12, 2024, the Planning Commission adopted Resolution No. PC-24-28, finding that the proposed vacation of a portion of the East 19th Street right-of-way adjacent to the property located at 174 East 19th Street is consistent with the City's General Plan, serves the public interest, and is a public benefit.

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 declare its intention to vacate a portion of the East 19th Street right-of-way located adjacent to the property at 174 East 19th Street, as more particularly described in Exhibits A and B. The original 1968 dedication is in excess of the final alignment of East 19th Street,

DRAFT

which was amended in 2005. The purpose of this vacation is based on a review of the current and future needs of the City and to vacate the excess land to the underlying fee owner.

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 16th day of September 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
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 16th day of September, 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 16th day of September, 2025.

_____
Brenda Green, City Clerk

Recording Requested by CITY OF COSTA MESA
When Recorded Mail to:
CITY OF COSTA MESA
Attention - City Clerk
P.O. BOX 1200
COSTA MESA, CALIFORNIA 92628-1200

Mail Tax Statements to:
Owner (s) of Record

APN: 426-031-06 Deed No.: 4052

TCA: 15-007

Location: 174 E. 19TH STREET

Exempt Recording Requested per
Government Code 27383

QUITCLAIM DEED

(AS TO ANY AND ALL EASEMENT RIGHTS)

THE UNDERSIGNED DECLARE(S) DOCUMENTARY TRANSFER TAX IS NONE.
GOVERNMENTAL AGENCY EXEMPT CITY OF COSTA MESA

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Costa Mesa, a Municipal Corporation

do/does hereby remise, release and forever quitclaim to **CABRERA HECTOR VEGA,** the following described real property, in the City of Costa Mesa, County of Orange, State of California:

SEE RESOLUTION NO. 25-xx , RECORDED _____ AS INSTRUMENT NO. _____ OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER, ORANGE COUNTY, CALIFORNIA, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DEED IS BEING RECORDED TO PERFECT THE TITLE OF THE SUBJECT PROPERTIES.

ATTEST:

Brenda Green, City Clerk of the City of Costa Mesa

Dated: _____

John Stephens, Mayor of the City of Costa Mesa

Dated: _____

DEED NO. 4052

EXHIBIT A

LEGAL DESCRIPTION FOR VACATION OF RIGHT-OF-WAY

ALL OF THE LAND DESCRIBED IN AN EASEMENT DEED RECORDED SEPTEMBER 19, 1968 IN BOOK 8726, PAGE 87, RECORD OF ORANGE COUNTY, BEING A PORTION OF LOT 172 OF NEWPORT HEIGHTS, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 4, PAGE 83 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWEST LINE OF SAID LOT, 302.70 FEET NORTHWEST FROM THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTHWEST ALONG SAID SOUTHWEST LINE OF SAID LOT, 50.00 FEET; THENCE NORTHEAST, PARALLEL WITH THE NORTHWEST LINE OF SAID LOT, 137.63 FEET; THENCE SOUTHEAST PARALLEL WITH THE SOUTHWEST LINE OF SAID LOT, 50.00 FEET; THENCE SOUTHWEST PARALLEL WITH THE NORTHWEST LINE OF SAID LOT, 137.63 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED VACATION CONTAINS AN AREA OF 500 SQUARE FEET.

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

SEE EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

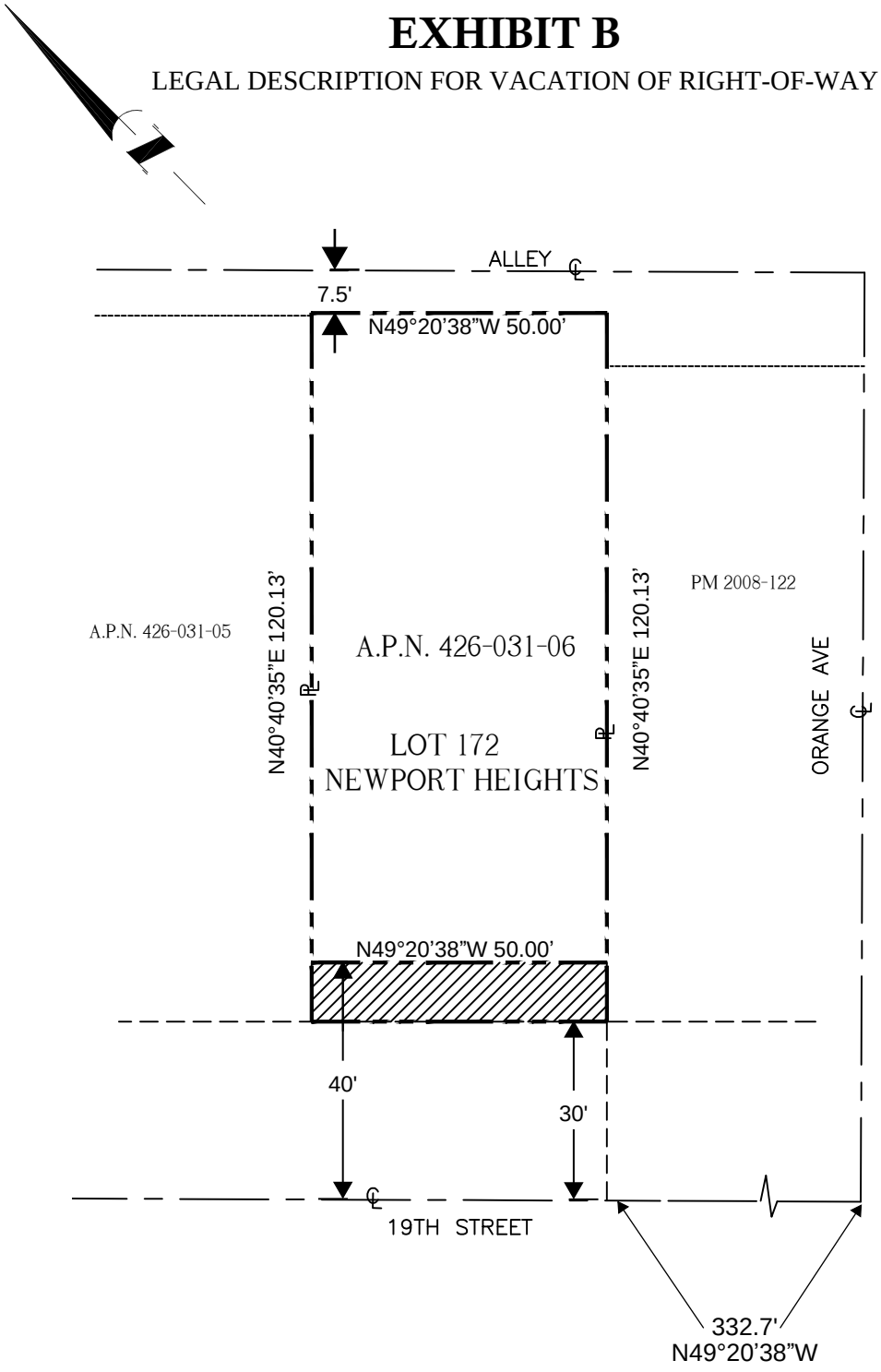
_____

JEFFREY S. FARLESS, PLS 9115

DEED NO. 4052

EXHIBIT B

LEGAL DESCRIPTION FOR VACATION OF RIGHT-OF-WAY



LEGEND:

- LOT LINES
- CENTER LINE STREET
- INDICATES AREA TO BE VACATED (500 SQ.FT)

SHEET 2 OF 2

CITY OF COSTA MESA	PLAT	A.P.N.: 426-031-06
		ADDRESS: 174 EAST 19TH
DATE:	DRAWN BY:	SCALE: 1"= 30'	COMPILED FROM EXISTING RECORDS

CITY OF COSTA MESA

Agenda Report

File #: 25-435 **Meeting Date:** 9/16/2025

TITLE:

AWARD OF THE NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT PROJECT, CITY PROJECT NO. 25-05

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

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

CONTACT INFORMATION: **PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR (714) 754-5029**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Public Works Agreement (PWA) in the amount of $745,276 to C.I. Services, Inc. 1145 E. Stanford Court, Anaheim, CA, 92805 to remove and replace metal roofing panels.

2. Authorize a ten percent (10%) contingency in the amount of $74,528 for unforeseen costs related to the project.

3. Authorize the Interim City Manager and City Clerk to execute the PWA and any future amendments to the agreement.

4. Authorize a budget transfer of $191,206 in City Capital Improvement Program funds from the Lions Park Café Project (#800032) to the Norma Hertzog Community Center Roof Replacement Project (#210025).

BACKGROUND:

The Norma Hertzog Community Center (NHCC), located at 1845 Park Avenue, Costa Mesa, CA, 92627 is the City's newest rental facility. It features a large meeting room complete with a stage and integrated AV system suitable for events, receptions, large meetings, and classes. It also includes a smaller meeting room along with an outdoor patio area. During the prior renovation of NHCC, the old metal roof was not replaced. The roof has since experienced leaks during periods of heavy rainfall.

The proposed work for this project will assist in keeping the facility safe from rainwater leaks, causing damage to the walls, AV system, the roof itself, and other components of the building. The proposed work consists of removing the existing roofing, prepping the area for replacement, and installing new modified bituminous roofing and manufactured metal roofing panels per the Garland Company's shop drawings and the project specification.

ANALYSIS:

On February 27, 2025, the City received and opened two (2) bids for this project. C.I. Services, Inc., was the apparent lowest bidder with a bid proposal of $745,276. The Engineer's estimate was $420,000, while the average of the two total bids was $752,801. The bid abstract is included as Attachment 1.

An analysis of the bids indicated that the apparent lowest bidder submitted a bid proposal that was 177% higher than the original Engineer's estimate. Following discussions with the roofing manufacturer, the Garland Company, it was determined that the variance between the low bidder and the Engineer's estimate was mainly attributed to the level of precision required to manufacture the roofing panels on the circular roof. Since the panels need to be manufactured beforehand and not field-fitted to avoid odd overlaps or visually unappealing roofing panels, this results in a significantly higher cost than estimated. In addition to the base bid amount of $745,276, a ten percent (10%) contingency in the amount of $74,528 is also requested for unforeseen costs.

The license and references of C.I. Services, Inc. were verified, and staff found them to be in good standing.

Upon award of the PWA (Attachment 2), C.I. Services, Inc. will furnish the necessary bonds for the project. After the award and subsequent execution of the PWA, a "Notice to Proceed" will be issued.

ALTERNATIVES:

Alternatives to this recommendation include rejecting the bids and re-advertising the project. Staff considers that re-advertising the project will not result in a better outcome and will delay the project.

FISCAL REVIEW:

Funding for this project, inclusive of a ten percent (10%) contingency, is available in the Capital Improvement Fund (Fund 401). The NHCC Roof Replacement Project #210025 has an available balance of $628,598. To award the PWA, a budget transfer in the amount of $191,206 is requested from the Lions Park Café Project #800032 to the NHCC Roof Replacement project #210025. The Lions Park Café project, which was budgeted in Federal Grants (Fund 230), Capital Improvement Fund (401), and Lions Park Project Bond Fund (Fund 418), is near completion. The funds requested for reallocation are available in Fund 401 and will not impact any prior grant funding.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report, prepared the PWA, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Maintain and enhance the City's facilities, equipment, and technology.

CONCLUSION:

Staff recommends the City Council:

1. Award a PWA in the amount of $745,276 to C.I. Services, Inc. 1145 E. Stanford Court, Anaheim, CA, 92805 to remove and replace metal roofing panels.

2. Authorize a ten percent (10%) contingency in the amount of $74,528 for unforeseen costs related to the project.

3. Authorize the Interim City Manager and City Clerk to execute the PWA and any future amendments to the agreement.

4. Authorize a budget transfer of $191,206 in City Capital Improvement Program funds from the Lions Park Café Project (#800032) to the Norma Hertzog Community Center Roof Replacement Project (#210025).

City of Costa Mesa
Bid Results for Project NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT (25-05)
Issued on 02/27/2025
Bid Due on March 31, 2025 2:00 PM (PDT)
Exported on 03/31/2025

Line Totals (Unit Price * Quantity)

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	C.I. Services, Inc.	BEST Contracting Services Inc
1	Section 1	1	MOBILIZATION AND DEMOBILIZATION		LS	1	$8,276.00	$10,000.00
2	Section 1	2	REMOVE EXISTING ROOFING, DISPOSE OF DEMO MATERIAL, CLEAN, & PREP FOR ROOF REPLACEMENT		LS	1	$35,000.00	$38,000.00
3	Section 1	3	REPLACE ROOFING PER GARLAND COMPANY SHOP DRAWINGS AND PROJECT SPECIFICATIONS		LS	1	$660,000.00	$670,325.00
4	Section 1	4	ALLOWANCES		FA	1	$42,000.00	$42,000.00
						Subtotal	$745,276.00	$760,325.00
						Total	$745,276.00	$760,325.00

Unit Price

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4	Section 1	4	ALLOWANCES		FA	1	$42,000.00	$42,000.00

CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 25-05

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated the 16th day of September, 2025 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and C.I. SERVICES, INC., a California corporation ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE OF WORK.

The scope of work generally consists of mobilization, removing the existing Norma Hertzog Community Center roofing, preparation for replacement, and installation of a new modified bituminous roofing and manufactured metal roofing panels per the Garland Company's shop drawings and project specifications in RFP (the "Work").

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

The Project is known as the Norma Hertzog Roof Replacement City Project, City Project No. 25-05 (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;

(c) Bid package, including, but not limited to, notice inviting bids, Addendums

1, 2 and 3, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. Contractor acknowledges receipt and review of the plans, specifications via the City's PlanetBids portal (http://www.planetbids,com/portal/portal.cfm?CompanyID=45476), which is incorporated herein by this reference. The bid package is attached hereto as Exhibit B and incorporated herein;

(d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;

(e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and

(f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Ryan Wilson, 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 Seven Hundred Forty-Five Thousand Two Hundred Seventy-Six Dollars ($745,276.00).

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to

issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars ($1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars ($5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within sixty (60) working days from the first day of commencement of the Work.

12. TERMINATION.

(a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Four Hundred ($400.00) 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: Ryan Wilson

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

C.I. Services, Inc.
1145 E. Stanford Court
Anaheim, California 92805
Attn: Alex Marcinkowski, President

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

_____ Date: _____
Cecilia Gallardo-Daly
Interim City Manager

CONTRACTOR

_____ Date: _____
Signature

_____
Alex Marcinkowski, President

ATTEST:

_____ Date: _____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO PURCHASING:

_____ Date: _____
Carol Molina
Finance Director

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

_____ Date: _____
Ryan Wilson
Project Manager

EXHIBIT A

CONTRACTOR'S BID

SECTION C

PROPOSAL FOR THE NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT, CITY PROJECT 25-05,** a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN (10) WORKING DAYS AFTER DATE OF CONTRACT AND COMPLETE SAID WORK WITHIN SIXTY (60) WORKING DAYS,** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work in accordance with these Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BASE BID SCHEDULE PROPOSAL FOR NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT					
ITEM #	**BID ITEM DECRIPTION**	**EST. QTY.**	**UNIT**	**UNIT PRICE (in figures)**	**ITEMS TOTAL PRICE (in figures)**
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$ 8,276.00	$ 8,276.00
NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT					
2	REMOVE EXISTING ROOFING, DISPOSE OF DEMO MATERIAL, CLEAN, & PREP FOR ROOF REPLACEMENT	1	LS	$ 35,000.00	$ 35,000.00
3	REPLACE ROOFING PER GARLAND COMPANY SHOP DRAWINGS AND PROJECT SPECIFICATIONS	1	LS	$ 660,000.00	$ 660,000.00
ALLOWANCES					
4	ALLOWANCES	1	FA	$42,000.00	$42,000.00
	Total Base Bid	-	-	-	$745,276.00
	TOTAL BASE BID PROPOSAL FIGURES:				$745,276.00
	TOTAL BASE BID PROPOSAL (Words): Seven hundred forty five thousand two hundred seventy six dollars				

The award of the Contract shall be based on the lowest responsive **Total Base Bid** amount, and the City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The City's request for ADDITIVE BID "A" pricing on the following page is to provide an opportunity, may this scope of work be added to the project per City's direction based on fees submitted and budget availability.

The CITY also reserves the right to reject all Bids.

[redacted]
Bidder's Initials

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.

2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.

3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.

4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

   The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

   In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder agrees to initial or notarize (if applicable) all bid proposal form pages P-1, P-1a, P-1b, and P-2 thru P-11 and upload them onto *PlanetBids*.

[redacted]
Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

(Please Type or Print)

Total Amount for Bid (in written words) Seven hundred forty five thousand two hundred seventy six dollars

($ 745,276.00)
in figures

Contractor's Lawful Name: C.I. Services, Inc.

Bidder's Name: Alex Marcinkowski Bidder's Initials: AM

Contractor's License No. 701434 Expiration: 01/31/2027

Contractor's Taxpayer I.D. Number: [redacted]

Contractor's DIR Registration Number: [redacted]

Signature: [redacted] Date: 3/31/25

Contractor's Address: 1145 E. Stanford Court
Anaheim, CA 92805

Telephone Number: (714) 867-9178 Mobile No.: (714) 867-9178

Fax Number: (866) 305-6010 E-mail: service@cisroofing.com

24-Hour Emergency Contacts:

Service Department
Name — Telephone Number: (714) 867-9178
Mobile No.: (714) 867-9178

Name — Telephone No.: ( )
Mobile No.: ( )

Name — Telephone No.: ( )
Mobile No.: ( )

[redacted]
Bidder's Initials

PROPOSAL SCHEDULE

(CONTINUED)

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of Fifty thousand four hundred dollars ($ 50,400.00) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

[redacted]
Bidder's Initials

Respectfully Submitted,

C.I. Services, Inc.	C.I. Services, Inc.
Contractor's Business Name	[redacted] Title: President
1145 E. Stanford Court	Singed By Title
Business Address: Street	701434 1/31/2027
Anaheim CA 92805	Contractor's License No. and Classification Exp. Date
City State Zip	3/31/2025
714-867-9178	Date
Business Phone Number	N/A
Alex Marcinkowski, President	Residence: Street
Name Title	N/A
Anaheim CA 92805	Residence phone Number
City State Zip	

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation Taxpayer I.D. Number: 33-0635906

	Can Sign	Must Sign
Name Andrew Wolstan	☒	☐
Name Alex Marcinkowski	☒	☐
Name	☐	☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures Taxpayer I.D. Number: _____

Name N/A

Address N/A

Name N/A

Address N/A

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Andrew Wolstan - Co President	
Alex Marcinkowski - Co President	

[redacted]
Bidder's Initials

Bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Bidder's Signature
1	3/06/2025	[redacted]
2	3/12/2025	
3	3/25/2025	

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

Date Project Awarded	Awarding Agency	Agency's Contract Administrator Contact Information
3/19/2025	Moreno Valley USD	Ryan Beckham, 951-823-9845
2/25/2025	City of Garden Grove	Neal Manalansan, 714-741-5052
3/28/2025	City of Ontario	Adrian Escamilla, 909-841-1841
5/8/2024	Anaheim Union High School District	Jennifer Keys, 714-999-2380
7/19/2023	Moreno Valley USD	Ryan Beckham, 951-823-9845
5/24/2024	City of Anaheim	Jon Leggett 714-412-5714
2/13/2024	San Bernardino Community College District	Greg Ochoa, 909-855-4226
3/19/2024	Victor Elementary School District	Jon Pont, 760-245-3533
5/29/2024	North Orange County Community College District	Vince Marchetti, 714-808-4500

[redacted]
Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand ($10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

Bid Item (s) Number	*% Portion of Work*	*Name, Address and E-mail of Subcontractor*	*State License Number*	*Class*	*DIR Registration Number*
2	10%	B&M Tear Off, bmtear@bmtearoff.com 2420 San Creek Road PMB 280, Brentwood, CA	769864	C39, C22 C21	1000009312
3	30%	Elite Sheet Metal Inc. 1802 East Cedar Street, Ontario, CA	918127	C43	1000004761

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

[redacted]
Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: C.I. Services, Inc. Phone: 714-867-9178

Address: 1145 E. Stanford Court Fax: 866-305-6010

Anaheim, CA 92805

Contact Person: Alex Marcinkowski No. of years in business: 32

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Roofing, Waterproofing

What was your firm's Gross Annual receipts for last year?

- ☐ Less than $1 Million
- ☐ Less than $5 Million
- ☐ Less than $10 Million
- ☒ Less than $15 Million
- ☐ More than $15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

[redacted]
Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: B&M Tear Off Phone: 925-628-2272

Address: 2420 Sand Creek Road, PBM 280 Fax: 925-625-2505

Brentwood, CA 94513

Contact Person: Felpie Bernal No. of years in business: 28

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Tear Off

What was your firm's Gross Annual receipts for last year?

- ☐ Less than $1 Million
- ☐ Less than $5 Million
- ☐ Less than $10 Million
- ☒ Less than $15 Million
- ☐ More than $15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

[redacted]
Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Elite Sheet Metal Inc. Phone: 909-930-3913

Address: 1802 E. Cedar Street Fax: N/A

Ontario, CA 91761

Contact Person: James Gawrich No. of years in business: 20

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Sheet Metal

What was your firm's Gross Annual receipts for last year?

- ☐ Less than $1 Million
- ☒ Less than $5 Million
- ☐ Less than $10 Million
- ☐ Less than $15 Million
- ☐ More than $15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

[redacted] Bidder's Initials

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

[redacted]
Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

C.I. Services, Inc.
Contractor Firm Name

Alex Marcinkowski
Name of Principal

President
Title

Signature

Subscribed and sworn to before me by:

_____

This ____ day of _____, 20___.

My Commission Expires: _____

SEE ATTACHED NOTARY FORM

_____
Notary Public

[redacted]
Bidder's Initials

CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 3/31/2025

CONTRACTOR

C.I. Services, inc.

[redacted]

Company Name

PROJECT:

NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT, CITY PROJECT 25-05

[redacted]

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

[redacted]
Bidder's Initials

BIDDER/APPLICANT/CONTRACTOR

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
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.

Alex Marcinkowski, President, C.I. Services, Inc. [redacted]
Bidder/Applicant/Proposer

3/31/2025
Date

[redacted]
Bidder's Initials

FILE

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: March 06, 2025

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to ryan.wilson@costamesaca.gov . **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Andrew Wolstan [redacted]

Company: C.I. Services, Inc.

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

MANDATORY PRE-BID JOB WALK DATE :	10:00 A.M., Tuesday, March 11, 2025	**NO CHANGE**
PRE BID JOB WALK LOCATION	1845 Park Ave, Costa Mesa, CA 92627	**NO CHANGE**
BID OPENING DATE:	2:00 P.M., Monday, March 31, 2025	**NO CHANGE**

Addendum No. 1
Project and Specifications No. 25-05

Revised Section B Information for Bidders, No. 18.
Date for supplier and material substitutions to be submitted changed to 2:00 PM Friday, March 21, 2025, ten (10) days before bid opening date.

Revised Section D Part 1 General Provisions of Project Specifications.
Sections altered and added throughout Section D Part 1 General Provisions.

Revised Section E Part 1.1 Special Provisions.

1. Updated specifications to defer responsibility of purchasing all project materials from the City to the Contractor.
2. All materials referenced in technical specifications have been updated to be purchased either from the Garland Company or approved equal.
   Note: All vendor substitutions and material substitutions must be submitted to the City at least five (10) days before bid opening.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at *ryan.wilson@costamesaca.gov*

Please acknowledge receipt of this bid addendum by signing on page "P-4" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and e-mailing it to *ryan.wilson@costamesaca.gov*

Sincerely,

Ryan Wilson
Assistant Engineer

FILE

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: March 12, 2025

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to ryan.wilson@costamesaca.gov . **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Andrew Wolstan [redacted]

Company: C.I. Services, Inc.

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

MANDATORY PRE-BID JOB WALK DATE:	10:00 A.M., Tuesday, March 11, 2025	**COMPLETED**
PRE BID JOB WALK LOCATION	1845 Park Ave, Costa Mesa, CA 92627	**COMPLETED**
BID OPENING DATE:	2:00 P.M., Monday, March 31, 2025	**NO CHANGE**

Revised Section E Part 1.1 Special Provisions.

1. Updated specifications to defer responsibility of purchasing all project materials from the City to the Contractor. Previous addendum was uploaded with old version of Section E Special Provisions that did no defer responsibility to Contractor.
2. All dimensions are to be field verified by the Contractor. Shop drawings and as-built measurements are approximate only.
3. Scope of work extended to include removal of all galvanized coping cap and trim throughout the project, including coping on walls around perimeter of Community Center and to replace with new 22 ga kynar metal. Appendix B1 Item #1 and #2 added to show field photographs of areas (not limited to areas shown in photos).
4. Metal caps on wood awning structure to be removed and replaced with new 22 ga kynar metal. Appendix B1 Item #3 added to show field photographs of areas (not limited to areas shown in photos).
5. All flashings below red line in the photo on Item #4 Appendix B1 of center skylight are to be replaced with 22 ga kynar metal.

As-Built Drawings

1. As-built drawings added as additional attachment.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at *ryan.wilson@costamesaca.gov*

Please acknowledge receipt of this bid addendum by signing on page "P-4" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and e-mailing it to *ryan.wilson@costamesaca.gov*

Sincerely,

Ryan Wilson
Assistant Engineer

Christopher Porter

From: Christopher Porter
Sent: Friday, March 21, 2025 8:46 AM
To: ryan.wilson@costamesaca.gov
Cc: Art Jones
Subject: Confirmation of Addendum - Norma Hertzog Community Center Roof Replacement Project No 25-05
Attachments: Addendum #1 - Signed.pdf; Addendum #2 - Signed.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Ryan,

Please find attached our singed addendum for the subject project. Please confirm receipt.

Best,

Chris Porter
C.I. Services, Inc.
ROOFING, WATERPROOFING, SOLAR
1145 E. Stanford Court
Anaheim, CA 92805
Ph: 714.867.9178 / 800.830.7888
Fax: 866.305.6010
www.cisroofing.com



FILE

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: **March 25, 2025**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: ADDENDUM NO. 3 COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to ryan.wilson@costamesaca.gov . **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Andrew Wolstan [redacted]

Company: C.I. Services, Inc.

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

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PRE BID JOB WALK LOCATION	1845 Park Ave, Costa Mesa, CA 92627	**COMPLETED**
BID OPENING DATE:	2:00 P.M., Monday, March 31, 2025	**NO CHANGE**

Addendum No. 3
Project and Specifications No. 25-05

Revised Section E Special Provisions 076100 and 075200.

1. Special Provisions section 076100, section 1.11 A5 verbiage changed to "Contractor to supply a 2 year bonded warranty and an additional 3 year non-bonded warranty covering roofing system installation and watertightness."
2. Special Provisions section 075200, section 1.12 B verbiage changed to "Contractor to supply a 2 year bonded warranty and an additional 3 year non-bonded warranty to the membrane manufacturer with a copy directly to Owner."

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at *ryan.wilson@costamesaca.gov*

Please acknowledge receipt of this bid addendum by signing on page "P-4" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and e-mailing it to *ryan.wilson@costamesaca.gov*

Sincerely,

Ryan Wilson
Assistant Engineer

Christopher Porter

From: Christopher Porter
Sent: Wednesday, March 26, 2025 9:13 AM
To: ryan.wilson@costamesaca.gov
Cc: Art Jones
Subject: RE: Confirmation of Addendum - Norma Hertzog Community Center Roof Replacement Project No 25-05
Attachments: Addendum #3 - Signed.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Ryan,

Please find attached the confirmation of addendum #3. Please confirm receipt.

Best,

Chris Porter
C.I. Services, Inc.
ROOFING, WATERPROOFING, SOLAR
1145 E. Stanford Court
Anaheim, CA 92805
Ph: 714.867.9178 / 800.830.7888
Fax: 866.305.6010
www.cisroofing.com



From: Christopher Porter
Sent: Friday, March 21, 2025 8:46 AM
To: ryan.wilson@costamesaca.gov
Cc: Art Jones <ajones@cisroofing.com>
Subject: Confirmation of Addendum - Norma Hertzog Community Center Roof Replacement Project No 25-05

Good Morning Ryan,

Please find attached our singed addendum for the subject project. Please confirm receipt.

Best,

Chris Porter
C.I. Services, Inc.

EXHIBIT B

BID PACKAGE

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: **March 06, 2025**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: ADDENDUM NO. 1 COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to ryan.wilson@costamesaca.gov . **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

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Sincerely,

Ryan Wilson
Assistant Engineer

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: **March 12, 2025**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: ADDENDUM NO. 2 COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

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Received by: _____

Company: _____

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Sincerely,

Ryan Wilson
Assistant Engineer

CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: **March 25, 2025**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: ADDENDUM NO. 3 COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to ryan.wilson@costamesaca.gov . **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _____

Company: _____

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

MANDATORY PRE-BID JOB WALK DATE :	10:00 A.M., Tuesday, March 11, 2025	**COMPLETED**
PRE BID JOB WALK LOCATION	1845 Park Ave, Costa Mesa, CA 92627	**COMPLETED**
BID OPENING DATE:	2:00 P.M., Monday, March 31, 2025	**NO CHANGE**

Revised Section E Special Provisions 076100 and 075200.

1. Special Provisions section 076100, section 1.11 A5 verbiage changed to “Contractor to supply a 2 year bonded warranty and an additional 3 year non-bonded warranty covering roofing system installation and watertightness.”
2. Special Provisions section 075200, section 1.12 B verbiage changed to “Contractor to supply a 2 year bonded warranty and an additional 3 year non-bonded warranty to the membrane manufacturer with a copy directly to Owner.”

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at *ryan.wilson@costamesaca.gov*

Please acknowledge receipt of this bid addendum by signing on page “P-4” of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and e-mailing it to *ryan.wilson@costamesaca.gov*

Sincerely,

Ryan Wilson
Assistant Engineer

CITY OF COSTA MESA

ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND
SPECIAL PROVISIONS FOR

NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT
CITY PROJECT 25-05

Prepared Under the Direction of

Seung Yang, P.E.

City Engineer

Copy No. _____ Checked by _____

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SECTION A

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids, to be submitted electronically only, for the following project:

COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT
CITY PROJECT NO. 25-05

1. **BID SUBMISSION AND OPENING:** Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **2:00 P.M., Monday, March 31, 2025**, at which time or shortly thereafter the City will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

   To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at:
   https://www.planetbids.com/portal/portal.cfm?CompanyID=45476

2. **SCOPE OF WORK AND BID DOCUMENTS:** The scope of work generally consists of mobilization, removing the existing Norma Hertzog Community Center roofing, prepping for replacement, and installing new modified bituminous roofing and manufactured metal roofing panels per the Garland Company's shop drawings and these project specifications. The work shall include all labor, materials, equipment, deliveries, setup, and roof install per the shop drawings and these specifications.

   The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476

   It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.

3. **PRE-BID MEETING OR JOB WALK: A mandatory pre-bid job walk has been scheduled for Tuesday, March 11, 2025 at 10:00 a.m. starting in the front of the City of Costa Mesa's Norma Hertzog Community Center located at 1845 Park Ave, Costa Mesa, CA 92627.**

4. **SCHEDULE OF EVENTS:**

Release of RFP	**February 27, 2025**
Mandatory Job Walk	**March 11, 2025 at 10:00 a.m.**
Deadline for Written Questions	**March 18, 2025, at 11:00 a.m.**
Responses to Questions Posted	**March 20, 2025**
Proposals are Due	**March 31, 2025, at 2:00 p.m.**
Construction Start Date	**September 1, 2025**

**All dates are subject to change at the discretion of the City.

5. **BID CONTENTS:** All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.

6. **BID SECURITY:** Each bidder must submit a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk **PRIOR** to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond is received by the City Clerk prior to the bid submission deadline.

7. **CONTRACTOR'S LICENSE:** A valid **California Contractor's State License C-39 (Roofing Contractor License)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

8. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.

9. **PREVAILING WAGES:** This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.

10. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.

11. **RETENTION:** The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.

12. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.

13. **CITY'S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.

14. **ADDITIONAL REQUIREMENTS:** This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

Brenda Green, City Clerk
City of Costa Mesa
Dated: February 27, 2025

SECTION B

INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The City of Costa Mesa (City) requires that bids be submitted on the proposal available on *PlanetBids* at such time and place as is stated in the Notice Inviting Bids. All information requested in the bid forms must be provided. All bids shall be submitted electronically via the City's public bidding platform, *PlanetBids* **only**. No other form of submittal shall be accepted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be **rejected**. Each Bidder is responsible for acknowledging all addenda and ensuring completed proposal forms are uploaded to the PlanetBids.com website. Bid information in the uploaded, electronically submitted, proposal bid form shall match the information that is manually input to the PlanetBids.com website. Only bid information provided as part of the uploaded proposal bid form will be considered part of the bid.

2. QUALIFICATION OF BIDDERS: A valid California Contractor's State License C-39 (Roofing Contractor License) issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening and that are able to meet the following criteria will be eligible to submit a bid:
    a. Contractors bidding to the City shall have a minimum 5 years continuous experience specializing in modified bituminous roofing and manufactured metal roofing installation and certified by the roofing system manufacturer as qualified to install manufacturer's roofing materials.
    b. Contractors bidding to the City shall have completed as the prime three (3) projects of comparable quality, size, complexity and type.
    c. Within three (3) calendar days of request by City, Contractor shall submit evidence of compliance to the above qualifications and provide a list of all work performed, both complete and incomplete, within the previous five (5) years and include the names and phone numbers of the Clients and Architects involved. The list must include at least five (5) Construction Project References indicating Public Works project experience and/or construction experience on projects of similar scope and size that include roof installation which have been completed or are in progress. Forms for this purpose are furnished with the bid package.
    d. Before a contract is awarded, the City may at its sole discretion, require from the proposed contractor evidence of their ability to faithfully, capably, and reasonable perform such proposed contract within the Contract Time and for the Contract Amount, and may consider such evidence before making a decision on the award of such proposed contract.

3. BID SECURITY / BID BOND: Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. This original bid security / bid bond must be submitted to the City Clerk's Office *at least one hour* ***prior*** to the bid submission deadline. Any and all **late** submittals of the bid security / bid bond **shall** be rejected, and it is the bidder's responsibility, *not* the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the

work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.

4. NONCOLLUSION AFFIDAVIT: Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.

5. SIGNATURE: Via the *PlanetBids* platform, the bid must be *electronically* or *digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.

6. CORRECTIONS: Any corrections made to the submitted bid must be made electronically via *PlanetBids*.

7. DELIVERY OF PROPOSAL: Proposals shall be submitted electronically via PlanetBids: *https://www.planetbids.com/portal/portal.cfm?CompanyID=45476*. No other form of submittal shall be accepted by the City.
8. BID DEPOSIT RETURN: Deposits of three of more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

9. TAXES: No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

10. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

11. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.

12. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.

13. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.

14. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-5) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.

16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.

17. QUESTIONS TO THE ENGINEER: ***Pre-bid questions and requests for interpretation (RFIs) of the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) shall be submitted no later than 11:00 AM Tuesday, March 18, 2025. Any questions or RFI requests submitted after the advertised date may not receive a response. Substitution proposals will only be considered during the bidding phase.***

18. EQUIVALENT MATERIALS: ***Requests for the use of equivalents to those specified, including vendors, must be submitted to the City during the bidding phase. All substitution proposal requests shall be submitted to the City for review no later than 2:00 PM Friday, March 21, 2025, ten (10) days before the bid opening date. No substitution proposals will be accepted after the advertised date, and substitutions will not be considered after award. It is the sole responsibility of the successful bidder to prove to the City that a proposed substitute is truly an equivalent to what has been specified.***

19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.

20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

21. ANTI-DISCRIMINATION: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.

22. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. 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.

23. BID PROTEST PROCEDURES: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.

24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

    In the event of any dispute or controversy with the City over any matter whatsoever, the

Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

SECTION C

PROPOSAL FOR THE
NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT
CITY PROJECT NO. 25-05

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT, CITY PROJECT 25-05,** a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN (10) WORKING DAYS AFTER DATE OF CONTRACT AND COMPLETE SAID WORK WITHIN SIXTY (60) WORKING DAYS,** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work in accordance with these Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BASE BID SCHEDULE PROPOSAL FOR NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT					
ITEM #	**BID ITEM DECRIPTION**	**EST. QTY.**	**UNIT**	**UNIT PRICE (in figures)**	**ITEMS TOTAL PRICE (in figures)**
1	MOBILIZATION AND DEMOBILIZATION	1	LS	$	$
NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT					
2	REMOVE EXISTING ROOFING, DISPOSE OF DEMO MATERIAL, CLEAN, & PREP FOR ROOF REPLACEMENT	1	LS	$	$
3	REPLACE ROOFING PER GARLAND COMPANY SHOP DRAWINGS AND PROJECT SPECIFICATIONS	1	LS	$	$
ALLOWANCES					
4	ALLOWANCES	1	FA	$42,000.00	$42,000.00
	Total Base Bid	-	-	-	**$**
	TOTAL BASE BID PROPOSAL FIGURES:				
	TOTAL BASE BID PROPOSAL (Words):				

The award of the Contract shall be based on the lowest responsive **Total Base Bid** amount, and the City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The City's request for ADDITIVE BID "A" pricing on the following page is to provide an opportunity, may this scope of work be added to the project per City's direction based on fees submitted and budget availability.

The CITY also reserves the right to reject all Bids.

Bidder's Initials

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.

2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.

3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.

4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

   The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

   In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder agrees to initial or notarize (if applicable) all bid proposal form pages P-1, P-1a, P-1b, and P-2 thru P-11 and upload them onto *PlanetBids*.

_____
Bidder's Initials

PROPOSAL SCHEDULE

(CONTINUED)

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of _____ ($_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

_____
Bidder's Initials

PART 1.2
TECHNICAL SPECIFICATIONS

SECTION 07 61 00 – MANUFACTURED METAL ROOFING PANELS

PART 1 — GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 1 Specification Sections apply to this Section.

B. Provide all labor, equipment, and material to reroof the Norma Hertzog Community Center located at 1845 Park Ave, Costa Mesa, Ca. 92627. All roof sections are included at this site.

1.2 SUMMARY

A. Work described in this section includes pre-formed factory tapered metal roofing system, metal wall panels, gutters, and coping complete with clips, perimeter and penetration flashing, and closures. All existing copper penny colored metal on this building is to be replaced under this contract. Install per shop drawings.

1.3 REFERENCES

A. American Architectural Manufacturer Association (AAMA):

1. AAMA 501.1 Standard Test Method for Metal Curtain Walls for Water Penetration using Dynamic Pressure.

B. American Iron and Steel Institute (AISI):

1. 1996 Edition Specification for the Design of Cold-Formed Steel Structural Members.

C. American Society of Civil Engineers (ASCE):

1. ASCE 7 Minimum Design Loads for Buildings and Other Structures.

D. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):

1. Architectural Sheet Metal Manual, 5th edition.

1.4 SUBMITTALS FOR REVIEW PRIOR TO AWARD

A. Letter accepting City provided Shop Drawings that were provided in the bid package. If any exceptions are taken or changes need to be made, please provide this in writing. Must be approved by manufacturer under their warranty guidelines.

B. Product Data: Include manufacturer's detailed material and system description, panel and field seam installation instructions, engineering performance and finish specifications.

C. Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification section 1.12. Same manufacturer must warranty all roofing including standing seam, mod bit roofing, and metal wall panels. This must include all transitions.

D. Samples.

1. Submit sample of panel section, at least 6" x 6" showing seam profile

2. Submit sample of wall panel section, at least 6” x 6” showing seam profile

1.5 CONTRACT CLOSEOUT SUBMITTALS

A. Special Project Warranty: Provide warranty for the Project, executed by the authorized agent of the Manufacturer.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Engage an Installer who has completed the Manufacturer's Approved Roofing Contractor course and is currently certified for the installation of this roof system.

B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

C. Source Limitations: Obtain all components of roof system from a single manufacturer, including roll goods materials if required. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.

1. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.

D. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

E. Engage the Manufacturer's Field Representative to conduct required inspections of work in progress as described herein and shall furnish written documentation of all such inspections. These inspections should take place at least 3 days per week.

F. Alternate Manufacturers: The following manufacturer criteria must be submitted. Alternate systems will not be considered for approval unless each of these items has been submitted for review at least 10 days prior to bid opening:

1. Submit each item listed in article 1.4 (A through F) and 1.5 (A through G) for evaluation of the proposed system.

2. Tests shall have been made for identical systems within the ranges of specified performance criteria.

3. Empirical calculations for roof performance shall only be acceptable for positive loads.

4. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions and with the same length of panels. The reference list shall include date of project, size of project, project address, and telephone number of architect/owner contact.

5. A financial statement demonstrating a minimum of a 3:1 ratio of assets to liabilities.

6. A letter from the manufacturer stating that they will provide the building owner with a site inspection for a minimum of one (1) hour per day by an experienced, full time employee of the company at least three days per week for the entirety of the roofing project.

7. A written statement from a corporate officer of the manufacturing company stating that he or she has reviewed the specifications and confirms that the proposed system meets or exceeds all performance requirements listed as well as meets the panel size (length), gauge, weight, clip design, sealant design, uplift pressures and height of the vertical seam

8. A copy of manufacturer's 30 year warranty. Warranty must include coverage for all trim, flashing, fascia, soffits, and penetrations associated with this roof.

9. Proof that the manufacturer has been in business for a minimum number of years equal to the warranty period required for this project.

G. Site Formed Panels: Panels in excess of shippable length shall be formed on-site. Site formed panels shall meet each of the following requirements:

1. Panels shall be formed on heavy duty factory type roll formers. Roll formers shall gradually form the panel profile utilizing no fewer than twelve (12) forming stations to improve quality and minimize oil canning.

2. All tooling shall be polished and tempered to a minimum hardness of Rockwell C - 52. Tooling shall be maintained clean and in good working condition. Tooling repairs or modifications made by means of welding, sawing, grinding, or the like are unacceptable, as they may contribute to poor quality, aesthetics, and performance of the end product.

3. Panels shall be of identical profile and characteristics as factory formed panels and specimens used as the basis of performance tests.

4. Sealant shall be factory applied in a separate factory formed snap on cap. Site/field applied seam sealant is unacceptable. Seam caps may be shipped in forty-five (45) feet or less length and lap spliced over full length panels in accordance with manufacturer's system details.

5. Site roll forming equipment shall be operated by a trained full time experienced technician. The installer must provide additional personnel to handle raw materials and finished product as necessary.

1.7 PRE-INSTALLATION CONFERENCE

A. Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities. Objectives of conference to include:

1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.

2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.

3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.

4. Review roofing system requirements (drawings, specifications and other contract documents).

5. Review required submittals both completed and yet to be completed.

6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.

7. Review required inspection, testing, certifying and material usage accounting procedures.

8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).

9. Record discussion of conference including decisions and agreements (or disagreements) reached. Furnish a copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.

C. Review notification procedures for inclement weather or non-working days.

D. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.

E. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved the satisfaction of the Owner and Engineer of Record. This shall not be construed as interference with the progress of Work on the part of the Owner or Engineer of Record.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Manufacturer's responsibilities:

1. All roof panels shall be shipped from the manufacturer with strippable film or similar packaging material separating the individual panels to minimize flexing, stressing, scratching or otherwise damaging the material during transit to the job.

2. Fully cover steel with tarpaulins or similar protective cover during transit to prevent dirt and debris from coming in contact with the finished goods.

B. Installer's responsibilities:

1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.

2. Unload roof panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time.

3. Protect moisture-sensitive materials and water-based from the weather.

4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.9 PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage and protection requirements for roofing system.

1. Protection:

   a. Protect completed roofing from subsequent construction operations. Comply with Manufacturer's recommendations.

   b. Do not overload roof with stored materials.

   c. Support no roof-mounted equipment directly on the roofing system.

B. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place an approved prior to installation of roofing.

1.10 DESIGN AND PERFORMANCE CRITERIA

A. Thermal Expansion and Contraction:

1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

2. The design temperature differential shall be not less than 180º F.

3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.

4. Location of metal roofing rigid connector shall be at center of roof to allow for the expansion to go to both ridge and eave.

B. Uniform wind load capacity

1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Anchor clips shall be installed exactly as spacing given in article 3.0.

   a. Design Code: ASCE 7, Method 2 for Components and Cladding.

   b. Safety Factor: 1.650 after any load reduction or material stress increase.

   c. Category II Building with an Importance Factor of III

   d. Wind Speed: 90 mph.

   e. Ultimate Pullout Value: 900 pounds per each of the two fasteners holding the panel anchor to the roof decking or framing system.

   f. Exposure Category: C

1. Capacity shall be determined using pleated airbag method in accordance with ASTM E1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.

C. Uniform Positive Load Capacity.

1. The installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf;

2. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.

D. Underwriters' Laboratories, Inc., (UL) fire resistance P ratings for roof assemblies: If applicable, panel system shall be approved for use in an appropriate Construction Assembly, as defined by UL 263.

E. Underwriters' Laboratories, Inc., (UL), wind uplift resistance classification: Roof assembly shall be classified as Class 1-90, as defined by UL 580.

F. Underwriters' Laboratories, Inc., (UL) Class A fire rating per UL 790.

G. ASTM E283: Static pressure air infiltration (doors, windows, curtain walls):

1. Pressure Leakage Rate

a. 1.57 PSF 0.0007 cfm/sq.ft.

b. 6.24 PSF 0.0002 cfm/sq.ft.

c. 20.0 PSF 0.0036 cfm/sq.ft.

H. ASTM E331: Static pressure water infiltration (doors, windows, curtain walls):

Pressure Result

a. 5 Gal./Hr. per S.F. and Static No Leakage

b. Pressure of 20.0 Psf for 15 minutes

I. ASTM E1680: Static pressure air infiltration (roof panels):

1. Pressure Leakage Rate

a. 1.57 PSF 0.0012 cfm/sq.ft.

b. 6.24 PSF 0.0001 cfm/sq.ft.

c. 20.0 PSF 0.0011 cfm/sq.ft.

J. ASTM E1646: Static pressure water infiltration (roof panels):

Pressure Result

a. 5 Gal./Hr. per S.F. and Static No Leakage

b. Pressure of 20.0 Psf for 15 minutes

K. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.

L. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.

M. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.

N. Water penetration in low slope applications: No water penetration or panel movement when subject to 6" head of water for 6 hrs when tested in accordance with the ASTM E2140 and when subject to 6" head of water for 7 days when tested in accordance with the TAS 114 appendix G.

1.11 WARRANTIES

A. Manufacturer shall execute a single warranty covering of the following criteria. Multiple-source warranties are not acceptable.

1. Manufacturer's 30 year watertight warranty for the standing seam metal roofing, including coverage for all trim, flashings, and penetrations associated with the roof area.

2. Manufacturer’s 10 year water tight warranty for the metal wall panels.

3. 20 year coverage on finish including checking, crazing, peeling, chalking, fading and/or adhesion.

4. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.

5. Contractor to supply a 2 year bonded warranty and an additional 3 year non-bonded warranty covering roofing system installation and watertightness.

6. Same manufacturer must warranty wall panels, mod bit roofing, and standing seam roofing, and all transitions.

1.13 MANUFACTURER'S INSPECTIONS

A. When the project is in progress, the roofing system manufacturer will inspect the work not less than 3 days per week. In addition, the manufacturer will:

1. Keep the Owner informed as to the progress and quality of the work as observed.

2. Report to the Architect in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.

3. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

PART 2 — PRODUCTS

2.1 PRODUCTS, GENERAL

A. Refer to Division 01 Section "Common Product Requirements."

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.

2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least

five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.

3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.

4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected. Substitutions must be done 10 days before the bid to allow for other bidders to bid the substituted product.

2.2 ACCEPTABLE MANUFACTURERS

A. The design is based upon R-Mer Span and R-Mer Wall roofing systems engineered and manufactured by The Garland Company or preapproved equals:

The Garland Company
3800 East 91st Street
Cleveland, Ohio 44105
Telephone: (949) 322-1770
Steve Lampman
Website: www.garlandco.com

2.3 METAL STANDING SEAM ROOFING SYSTEM

A. Materials.

1. Panel materials: 22 ga, 16” panels, Galvalume steel, type AZ-55, smooth as per ASTM A792-96.

2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise. 22 ga flat stock for trim and accessories.

B. Finishes:

1. Exposed surfaces for coated panels:

a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.

b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.

c. Color shall be Copper Penny

2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 - .30 dry film thickness (TDF).

C. Characteristics of standing seam:

1. Provide the same panel profile from a single manufacturer for all standing seam roof areas.

2. Provide standing seam panels incorporating mechanically interlocked, concealed anchor clips allowing unlimited thermal movement, and of configuration which will prevent entrance or passage of water.

a. Panel/Cap configuration must have a total of four (4) layers of steel surrounding anchor clip for prevention of water infiltration and increased system strength designed to limit potential for panel blow-off.

b. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap (if required) and trim details (as per manufacturer's guidelines).

c. Provide panels in continuous lengths from ridge to eave with no overlaps om upper roof. Ridge cap to be installed at center of upper roof. Continuous length panels from eave to eave on lower roof.

d. Panels lengths which exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.

e. Seam caps shall be manufactured in the factory and may be installed with end laps. Seam sealant must be factory applied.

3. Seam must be two and three-eighths (2-3/8) inches minimum height for added upward pressures and aesthetic appeal. Seam shall have continuous anchor reveals to allow anchor clips to resist positive and negative loading and allow unlimited expansion and contraction of panels due to thermal changes. Integral (not mechanically sealed) seams are unacceptable.

4. Concealed Standard Anchor Clips: Clips must be sixteen (16) gauge Galvalume steel, ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.

a. Two (2) piece clips are unacceptable.

b. Sealant applied in panel cap must be isolated from clip to insure that no sealant damage occurs from the movement of the panel during expansion and contraction.

c. Clip must maintain a clearance of a minimum of three-eighths (3/8) inches between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.

5. Seam cap: Snap-on cap shall be a minimum of 1" wide "T" shaped of continuous length up to forty-five (45) feet according to job conditions and field seamed by means of manufacturer's standard seaming machine.

a. Cap shall be designed to receive two (2) beads of continuous hot applied gasketing sealant which will be applied independent of anchor clip to allow unlimited thermal movement of panel without damage to cap sealant.

b. Sealant shall be a SIS (Styrene-Isoprene-Styrene) block copolymer type thermoplastic rubber adhesive, non-fatigue water barrier.

6. Standing Seam Panel Width: 16”

7. Replaceability: Panels shall be of a symmetrical design with snap on, mechanically seamed cap configuration such that individual panels may be removable for replacement without removing adjacent panels.

8. Panel ends shall be panned at ridge, headwall, and hip conditions, or where applicable.

9. Panel length: Full length without joints, including bends.

D. Accessories.

1. Gable anchor clips for:

a. Standing Seam style.

b. Galvalume steel, type AZ-55, minimum thickness 16 gauge

2. Fasteners:

a. Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or approved equal) designed to meet structural loading requirements. Provide #14 as the minimum fastener size.

b. Exposed fasteners: Series 410 stainless steel fasteners or one-eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.

3. Closures: Factory precut closed cell foam meeting ASTM D1056 or ASTM D3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.

4. Provide all miscellaneous accessories for complete installation.

5. Underlayment: R-Mer Seal

2.3 METAL WALL PANEL SYSTEM

A. Materials.

1. Panel materials: 22 ga, 16” panels, Galvalume steel, type AZ-55, smooth as per ASTM A792-96.

2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise. 22 ga flat stock for trim and accessories

B. Finish on surfaces:

1. Exposed surfaces for coated panels:

b. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.

c. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.

d. Color shall be Copper Penny

2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 - .30 dry film thickness (TDF).

C. Characteristics:

1. Fabrication: Panels shall be factory roll-formed from the specified metal. Field rolled panels will not be allowed.

2. Configuration: Interlocking flush/flat seams incorporating concealed anchor clips. Through fastened or exposed fastener systems are not acceptable.

3. Panel seam legs shall be one and one half (1 ½) inch nominal concealed depth behind the panel face. Seam shall allow for expansion and contraction of panels due to thermal changes. 3. Anchor clips: Clips shall be 22 gauge galvalume steel designed to allow thermal movement of the panel in each direction along the longitudinal dimension.

4. Panel Width (Seam Spacing): 12” nominal.

5. Panel lengths: Full length without joints

6. Profile of panel face shall have mesa’s every two (2) on center continuous throughout panel which are a minimum of one and one half (1 ½) inches wide. These will absorb thermal stresses, reduce oil canning, and provide aesthetic appeal.

7. Underlayment: R-Mer Seal

D. Accessories:

1. Fasteners:

a. Concealed fasteners: Corrosion resistant steel screws, #10 x 1” long, pancake head, Phillips drive. Use self-drilling, self-tapping for metal substrate or A-point for plywood substrate.

b. Exposed fasteners: Series 410 stainless steel screws or one eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted o match the color of the wall panels.

2. Provide all miscellaneous accessories for complete installation.

2.4 ACCESSORY PRODUCTS

A. Sealant:

1. Acceptable product:

a. Concealed Application: Non-curing butyl sealant or approved equal.

b. Exposed Application: Garland SS sealant or approved equal.

2. Colors: As selected by owner from sealant manufacturer's standard selection.

B. Underlayment:

1. Underlayment shall be applied over entire roof area.

2. Provide protective membrane/underlayment with "class A" fire rating over deck surfaces.

a. Apply a single layer of self adhering, R-Mer Seal self adhering base sheet shingle fashion over the entire roof area beginning at the low end of the roof section. Allow for four inch (4") side laps and eight inch (8") end laps.

b. Turn sheet up and over parapets and curbing.

c. Use a weighted roller over entire section to ensure positive contact.

d. Install underlayment in strict accordance with manufacturer's application procedures, precautions and limitations.

2.5 FABRICATION

A. Shop fabricate metal roofing and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.

B. Form flashing components from full single width sheet in minimum ten (10) foot lengths. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.

C. Fabricate roofing and related sheet metal work in accordance with approved shop drawings and applicable standards.

PART 3 — EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 PREPARATION

A. Design system so that the panel installation may be started and/or terminated at any given point in the area.

B. Remove existing loose material, dirt and debris from the roof area. All accumulations of asphalt or other repair materials shall be removed to provide a smooth, flat substrate without imperfections that will be evident in the finished work.

1. Any metal described above that will come in contact with the new roof shall be checked for type and replaced or protected if galvanic action may be a problem.

C. Strip existing contaminating material from all metal components that are indicated to be re-utilized. Protect these metal components. Replace damaged components with new of similar type and dimension.

D. Replace wood blocks and/or sleepers indicated to be replaced with new pressure-treated wood, redwood, or other form of blocking acceptable to the Manufacturer.

1. Do not use pressure-treated wood containing salt-based preservatives or materials corrosive to steel. Provide Material Safety Data Sheets to the roofing manufacturer for verification prior to installation.

E. Remove pipes, conduits or equipment indicated to be abandoned and removed.

1. All curbs, soil stacks, and other interior flashing surfaces shall be extended to a minimum of 8" above the new horizontal roof surface or shall be pressure sealed at the top edge.

3.3 INSTALLATION, GENERAL

A. Install roof system when the atmospheric dry bulb temperature is minimum 40 degrees Fahrenheit and rising.

B. Install all components of the roof system in exact accordance with the manufacturer's standard published procedures as applicable to these project conditions and substrates.

C. Install all required vapor retarder, air seals and preliminary tapered, insulating substrates required per enclosed specifications.

D. Lay out and anchor all roof framing sections or purlins according to the approved roof plan.

3.4 STANDING SEAM AND FLASHING INSTALLATION

A. Comply with all details and install roofing materials and flashings in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.

B. Prepare roof for the installation of standing seam panels, including:

1. Install all decking, framing, and/or furring members as indicated in this specification and bid documents.

2. Install all insulation and/or air infiltration barriers as indicated in this specification and bid documents.

3. Install all underlayments and/or temporary water proofing materials as required in this specification and bid documents. For panel installation over board insulation, include the requirement for bearing plates.

C. Directly over the completed roof substrate, install one (1) piece panel anchor clips. All anchor clips will be set on sixteen (16) gauge galvanized pre-punched bearing plates to distribute the loads on the board insulation or all anchor clips will be fastened into the structural roof substrate based on the following spacing pattern:

1. Clip spacing must be 5 ft 0 inches O.C. for all zones

2. Clip spacing for vertical walls panels will be 2 feet O.C.for all zones

D. Installation of Roof Panels: Roof panels can be installed by starting from either end and working towards the opposite end. Due to the symmetrical design of the specified panels system, it is also acceptable to start from the middle of the roof and work toward each end.

1. A stainless steel pop rivet shall be secured through the anchor reveal of the panel leg and extend into the arm of the panel clip located at the ridge of the system. Provide at each arm of the clip along the ridge. The panel is then anchored at both sides of the clip.

a. Capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.

b. Panels are not securely attached to the roof until fixed to the anchor clip. To avoid damage and injury, all panels shall be fixed to the anchor clip immediately as they are installed.

2. Un-installed panels which are temporarily stored on the ground or roof shall be secured in place at the end of each day's work to prevent possible damage or injury.

E. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.

F. Limit exposed fasteners to extent indicated on shop drawings.

G. Anchorage shall allow for temperature expansion/contraction movement without stress or elongation of panels, clips, or anchors. Attach clips to structural substrate using fasteners of size and spacing as determined by manufacturer's design analysis to resist specified uplift and thermal movement forces.

H. Seal laps and joints in accordance with roofing system manufacturer's product data.

I. Coordinate flashing and sheet metal work to provide weather tight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual.

J. Provide for temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer's product data and design calculations.

K. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.

L. Maximum variation from true planes or lines shall be one-fourth (1/4) inch in twenty (20) feet and three-eighths (3/8) inch in forty (40) feet of more.

M. Form joints in linear sheet metal to allow for one-fourth (1/4) inch minimum expansion at twenty (20) feet on center maximum and eight (8) feet from corners.

N. At joints in linear sheet metal items, set sheet metal items in two (2) one-fourth (1/4) inch beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.

O. Remove damaged work and replace with new, undamaged components.

P. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.

Q. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

3.5 CLEANING

A. Clean installed work in accordance with the manufacturer's instructions.

B. Replace damaged work than cannot be restored by normal cleaning methods.

3.6 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction

3.7 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.

B. Inspect roofing work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the Owner and Architect upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION 07 61 00

SECTION 07 52 00 – MODIFIED BITUMINOUS ROOFING WITH KEE STONE FB 60 MIL MEMBRANE – COLD APPLIED

Part 1 - General

1.1 SECTION INCLUDES

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 1 Specification Sections apply to this Section.

B. Provide all labor, equipment, and material to reroof the Norma Hertzog Community Center located at 1845 Park Ave, Costa Mesa, Ca. 92627. All roof sections are included at this site.

1.2 SUMMARY

A. Scope of Work

1. All drains must be water tested by Contractor before roof replacement begins. If any drains are clogged, Owner to be notified immediately. Do not proceed until drains are in working order.

2. Remove existing roof system, insulation and crickets down to the underlying deck.

3. Replace insulation with new to match existing.

4. Replace any plastic or missing drain/overflow covers with new cast iron covers.

5. Install new crickets to match existing, enlarge where possible to aid in water flow to drains. Also install crickets behind all curbs over 2' wide

6. Mechanically fasten ½ primed dens deck insulation assembly into deck and all vertical surfaces per ASCE 7 using a 11-17-21 pattern. For roof sections with insulation, mechanically fasten ½" DensDeck prime through insulation. DensDeck Prime must be installed everywhere roofing is to be installed.

7. Install FlexBase 80 over entire field of roof using Green Lock Plus Membrane Adhesive at 2.5 gallons per square. Flexbase 80 in all base flashings to be installed in 4 gallons per square of Green Lock Plus Flashing Adhesive

8. As the top sheet of the roof assembly, install in KEE Stone Foam Spatter Spray Adhesive onto modified membrane and then install 60 mil KEE Stone Fleece Back. Install foam adhesive in splatter pattern per ASCE 7. Prior to application, brush or blow clean entire surface of the modified membrane. For the field application broom in and apply weighted roller. On conditions where applied to wall flashings and curbs apply the foam directly to the non fleece back KEE membrane and roll in.

9. All parapet wall flashing and curbs to have non-fleece back KEE-Stone 60 set in KEE-Lock Flashing adhesive. Parapet walls over 3' tall to have bottom layer of KEE-Stone 60 terminated with termination bar set in butyl tape with the next level of KEE-Stone 60 covering the termination bar. Top layer of KEE-Stone 60 to be terminated with termination bar set in butyl tape and then extended underneath coping.

10. Ensure all laps are kept clean to ensure proper heat welding of seams. Install KEE utility sheet in all inside and outside corners for reinforcement. Seal all termination bars with Tuff Stuff non-sag urethane sealant. Install jacks on all penetrations.

11. Furnish and install rubberized supports at a minimum 8 ft. O.C. and install new clamps/hardware. Blocking to be adhered to a single ply separation layer and then separation layer to float freely on roof.

12. Raise all pipe penetrations to 8” above final finished roof height if height is less than this currently.

13. Replace all coping, galvanized coping cap, and trim with new 22 ga kynar metal. Outer edge to have a continuous cleat. Fasten on inside leg with rubber grommet screws every 18” O.C. See Item #1 in Appendix B1 for a photo of the galvanized coping cap and trim to be replaced. Material to be replaced not limited to items in the photo.

    a. Galvanized coping on walls around perimeter of Norma Hertzog Community Center to be replaced with new 22 ga kynar metal to match roofing. See Appendix B1, Item #2 for field photos of galvanized coping on walls. Material to be replaced not limited to items in the photo.

    b. Metal caps on wood awning structure shall be replaced with new 22 ga kynar metal to match roofing. See Appendix B1, Item #3 for field photos of metal awning. Material to be replaced not limited to items in the photo.

    c. All flashings shown in Appendix B1, Item #4, below the drawn red line of the center skylight are to be replaced with new 22 ga kynar metal to match the roofing. Detail per Sheet Metal and Air Conditioning Contractors’ National Association, Inc. (SMACNA).

14. Contractor responsible for raising any pipes that need to be raised to 8” including but not limited to electrical, conduits, gas, etc. Customer will turn off gas when asked by Contractor.

15. Replace all vent caps with new to match existing.

16. Contractor to supply with 5-year material and labor warranty. Manufacturer to supply 30 Year Warranty.

1.3 REFERENCES

A. American Society of Civil Engineers (ASCE):

1. ASCE 7, Minimum Design Loads for Buildings and Other Structures.

B. American Society for Testing and Materials (ASTM):

1. ASTM D41 Standard Specification for Asphalt Primer Used in Roofing, Dampproofing and Waterproofing.

2. ASTM D2822 Standard Specification for Asphalt Roof Cement.

3. ASTM D5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

4. ASTM D6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.

5. ASTM D6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

6. ASTM E108 Standard Test Methods for Fire Test of Roof Coverings.

C. Factory Mutual Research (FM):

1. Roof Assembly Classifications.

D. National Roofing Contractors Association (NRCA):

1. Roofing and Waterproofing Manual.

E. Underwriters Laboratories, Inc. (UL):

1. Fire Hazard Classifications.

F. Warnock Hersey (WH):

1. Fire Hazard Classifications.

G. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)

1. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal

1.4 SUBMITTALS FOR REVIEW PRIOR TO AWARD

A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.

B. Specimen Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification section 1.12. Same manufacturer must warranty all roofing including standing seam, mod bit roofing, and metal wall panels. This must include all transitions.

C. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.

D. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

E. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.

F. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.

G. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.

1.5 CONTRACT CLOSEOUT SUBMITTALS

A. General: Comply with Requirements of Division 01 Section - Closeout Submittals.

B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than 12 years documented experience and have ISO 9001 certification.

B. Installer Qualifications: Company specializing in modified bituminous roofing installation with not less than 5 years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.

C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.

D. Maintain a copy of the Contract Documents in the possession of the Supervisor/Foreman and on the roof at all times.

E. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.

1. Upon request of the Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

F. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

1.7 PRE-INSTALLATION CONFERENCE

A. Pre-Installation Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of modified bituminous roofing system installation and associated work.

B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing that must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities. Objectives of conference include:

1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.

2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.

3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.

4. Review roofing system requirements (drawings, specifications and other contract documents).

5. Review required submittals both completed and yet to be completed.

6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.

7. Review required inspection, testing, certifying and material usage accounting procedures.

8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).

9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.

10. Review notification procedures for weather or non-working days.

C. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.

D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the Owner. This shall not be construed as interference with the progress of Work on the part of the Owner.

1.8 DELIVERY, STORAGE AND HANDLING

A. Contractor responsible to coordinate delivery of owner supplied products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged. Contractor to inspect materials and verify condition and quantities, off load materials and load all materials to roof. No owner supplied products applicable for this project.

B. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

C. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to prevent moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).

D. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.

E. Secure all material and equipment on the job site. If any material or equipment is stored on the roof, assure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the Contractor's actions will be the sole responsibility of the Contractor, and the deck will be repaired or replaced at his expense.

1.9 MANUFACTURER'S INSPECTIONS

A. When the Project is in progress, the roofing system manufacturer will provide the following:

1. Report progress and quality of the work as observed.

2. Provide job site inspections three days per week, one hour per day. Provide photo reports after each site visit directly to the City.

3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.

4. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 PROJECT CONDITIONS

A. Proceed with roofing work only when existing and forecasted weather conditions will permit a unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

B. Do not apply roofing insulation or membrane to damp deck surface.

C. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.

D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank one (1) inch cap nails, or screws and plates at a rate of one (1) fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and four (4) ft o.c. for slopes greater than 3:12. On non-insulated systems, nail

each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install four (4) additional fasteners at the upper edge of the membrane when strapping the plies.

1.11 SEQUENCING AND SCHEDULING

A. Sequence installation of roofing with related units of work specified in other Sections to ensure that roof assemblies, including roof accessories, flashing, trim and joint sealers, are protected against damage from effects of weather, corrosion and adjacent construction activity.

1.12 WARRANTY

A. Upon completion of installation, and acceptance by the Owner, the Manufacturer will supply to the Owner a 30 year NDL leak warranty.

B. Contractor to supply a 2 year bonded warranty and an additional 3 year non-bonded warranty to the membrane manufacturer with a copy directly to Owner.

PART 2 — PRODUCTS

2.1 PRODUCTS, GENERAL

A. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

B. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements, Submittal Requirements in 1.4, and Division 01 provisions.

1. Proposals for substitutions shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.

2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Owner or Owner's Representative.

3. A spreadsheet with comparisons of tensile strength, tear strength, and elongation to specified products versus substituted product must be included.

4. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.

5. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

6. All substitution requests must be submitted 10 days prior to bid date. This allows for all bidders the chance to bid the same substituted product and offers all bidders a fair bidding field. All substitutions submitted after this period will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

A. The design is based upon roofing systems engineered and manufactured by The Garland Company or preapproved equal:

The Garland Company
3800 East 91st Street
Cleveland, Ohio 44105
Steve Lampman
Telephone: (949) 322-1770
slampman@garlandind.com

2.3 DESCRIPTION

A. Modified bituminous roofing work including but not limited to:

1. One (1) ply of Garland Flexbase 80 base sheet bonded to the prepared substrate with Green Lock Membrane adhesive over entire field of the roof or approved equal.

2. Green Lock Membrane adhesive: ASTM D93 having the following characteristics:

a. Non-Volatile ASTM D4586 100%

b. Flash Point 400°F

c. Density @ 77°F ASTM D1475

d. VOC 0 g/L

3. Base Flashing Ply: One (1) additional layer ply of Flexbase 80E environmental SBS base flashing ply in angles set in Green Lock Flashing Adhesive (4 gallons per square) and covered by a layer of Kee Stone.

4. Surfacing: KEE Stone FB 60 Membrane set in Kee Lock Spatter Spray in field

5. Base and Wall Flashing Top Ply: Kee Stone NF 60 set in Kee Lock WB Flashing Adhesive. *Must set up for an hour before adhering to the wall

2.4 ADHESIVE MATERIALS

A. Kee Stone FB 60 membrane adhesive: KEE Lock Spatter Spray

B. Kee Stone NF 60 membrane adhesive: Kee Lock WB Flashing Adhesive

C. Roofing Mastic: Green Lock Flashing adhesive V.O.C. free.

C. Interply Adhesive for Modified Sheet: Green Lock Membrane Adhesive, ASTM D1475.

2.5 SHEET MATERIALS

A. Base Ply Flexbase80 Environmental: Fiberglass scrim with the following minimum performance requirements according to ASTM D5147. Properties (Finished Membrane):

1. Tensile Strength (ASTM D2523)

a. 2 in/min. @ 73.4 ± 3.6°F MD 550 lbf/in CMD 550 lbf/in

2. Tear Strength (ASTM D4073)

a. 2 in/min. @ 73.4 ± 3.6°F MD 1000 lbf CMD 1000 lbf

3. Elongation at Maximum Tensile (ASTM D2523)

   a. 2 in/min. @ 73.4 ± 3.6°F MD 9 % CMD 9 %

B. Finish Membrane Ply: KEE Stone FB 60:

1. Breaking Strength (ASTM D751)

   a. 375 lbf (1668N)

2. Tearing Strength (ASTM D751)

   a. 120 lbf. Min. (534N)

   b. Puncture: 161 lbs

   c. Factory Seam Strength: 620 lbf. Min.

3. Eco-Facts

   a. Reflective: .87

   b. Emittance: 88

   c. SRI: 110

2.6 RELATED MATERIALS

A. Roof Insulation: Match existing type and thickness. 1/2" DensDeck Prime must be used on top of all flat and vertical surfaces.

B. Roof Insulation 3" galvanized plates and screws as recommended and approved by materials manufacturer.

C. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.

D. Metal Discs: Flat discs or caps of zinc-coated sheet metal not lighter than twenty eight (28) gauge and not less than one (1) inch in diameter. Form discs to prevent dishing. Bell or cup shaped caps are not acceptable.

E. Sealant: Green Lock zero VOC Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.

1. Elongation (ASTM D412) 300%

2. Hardness, Shore A (ASTM C920) 50

3. Shear Strength (ASTM D1002) 300 psi

F. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.

G. Glass Fiber Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

H. Metal Sheet Flats: Garland 22 gauge Kynar flat stock or approved equal.

PART 3 — EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 EXAMINATION

A. Verify that deck surfaces and project conditions are ready to receive work of this Section.

B. Verify that deck is supported and secured to structural members.

C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to eaves.

D. Verify that adjacent roof substrate components do not vary more than ¼ inch in height.

E. Verify that deck surfaces are dry.

F. Confirm that moisture content does not exceed twelve (12) percent by moisture meter tests. On concrete deck pour hot asphalt on to deck if it bubbles / foams and once cooled does not adhere to the substrate, the moisture levels are too high.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.

B. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the coal tar modified bituminous roofing system.

C. Coordinate installation of roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two (2) plies of #15 organic roofing felt set in full moppings of bitumen and with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.

D. Green Lock Membrane Adhesive Coverage Rate/hot asphalt mopping rate:

1. Interply Membrane: Apply Green Lock membrane adhesive at the rate of approximately 2.5 gallons per square.

E. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

F. Apply roofing materials as specified by manufacturer's instructions.

1. Keep roofing materials dry before and during application.

2. Complete application of roofing plies, modified sheet and flashing in a continuous operation.

3. Begin and apply only as much roofing in one day as can be completed that same day.

G. Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation. Provide temporary covering of two (2) plies of #15 organic roofing felt set in full moppings of bitumen with joints and edges sealed.

H. Broadcast minerals into the bleed out of bitumen while bitumen is at its recommended EVT temperature to achieve uniform color throughout.

3.4 BASE PLY INSTALLATION

A. Fiberglass Plies: Install (1) one Flexbase 80E Fiberglass base sheet in Green Lock Membrane adhesive shingled uniformly to achieve one ply over the entire prepared substrate directly to the DensDeck Prime. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on base rolls, fish mouths should be cut and patched.

B. Lap ply sheet ends eight (8) inches. Stagger end laps twelve (12) inches minimum

C. Extend plies two (2) inches beyond top edges of cants at wall and roof projections and equipment bases.

D. Install base flashing ply to all perimeter and projection details after membrane application.

3.5 KEE STONE FB 60 MEMBRANE APPLICATION

A. Apply KEE Stone FB 60 Flashing with cold-applied KEE Lock Spatter Spray adhesive at 20 squares per box kit

B. Once the membrane is in place, roll the membrane with a single ply roller or a dry paint roller to ensure contact with the adhesive and remove any air pockets from behind the membrane.

C. If the height of the continuous membrane exceeds 36” horizontal reinforcement must be added using screws and plates or a termination bar.

D. Once the KEE Stone FB 60 Flashing is installed, heat weld the KEE Stone Utility Roll over the seam of the membrane. Last, use KEE Lock Mastic to seal the leading edge of KEE Stone RB 60 Flashing where it ties into the field of the modified roof.

3.6 FLASHING MEMBRANE INSTALLATION

A. Seal all curb, wall and parapet flashings with an application of KEE Lock Flashing Adhesive and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.

B. Prepare all walls, penetrations, expansion joints to be flashed with required primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.

C. Use the KEE Lock NF 60 membrane as the flashing membrane for all vertical surfaces. Adhere to the underlying base flashing ply with Kee Stone WB Flashing Adhesive. Install adhesive and then let it sit exposed for one hour before adhering sheet to the wall to allow for proper set up.

D. Solidly adhere the entire sheet of flashing membrane to the substrate. Secure top of membrane with termination bar fastened every 6” O.C.. Any walls over 4’ tall need to have sheet installed in an upper and lower section with a termination bar in the center running horizontally.

E. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified in other Sections.

F. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work as specified in other Sections.

3.7 FIELD QUALITY CONTROL

A. Perform field inspection and testing as required [under provisions of Division 01 Section Quality Requirements.

B. Correct defects or irregularities discovered during field inspection.

C. Require attendance of roofing and insulation materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification should also be on site at all times.

3.8 CLEANING

A. Remove adhesive drippings from all walls, windows, floors, ladders and finished surfaces.

B. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this Section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.

C. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.9 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction.

3.10 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.

B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the [Roofing] Contractor.

D. If core cuts verify the presence of damp or wet materials, the [Roofing] Contractor shall be required to replace the damaged areas at his own expense.

E. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

F. Notify the Owner upon completion of corrections.

G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

H. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION 07 52 00

SECTION F

MODIFICATIONS TO STANDARD SPECIFICATIONS

PART 2
CONSTRUCTION MATERIALS

(No Addtions or Modifications)

PART 3
CONSTRUCTION METHODS

(No Addtions or Modifications)

PART 4
EXISTING IMPROVMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL

[Add the following:].

400-1.1 DRAINAGE CONTROL : RESPONSIBILITES

The CONTRACTOR shall be responsible for any damage to any portion of the work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the work.

400-1.2 DRAINAGE CONTROL : EXCAVATION DEWATERING REQUIREMENTS

Unless otherwise directed in these specifications, the CONTRACTOR shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

Standby pumping equipment shall be on the job site. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

The CONTRACTOR shall dispose of the water from the work in a suitable manner without damage to adjacent property.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

Water drained from any facilities shall comply with local agency and health department requirements including declorinating any water prior to discharge.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the CONTRACTOR and submitted to the appropriate agency for approval at no additional cost to the CITY.

400-1.3 CLEAN-UP AND DUST CONTROL

All surplus materials and waste debris shall be removed from the site of the work within five (5) days after completion of the work causing the surplus materials.

Contractor shall utililized misting or water spray as means of dust control during construction.

Failure of the CONTRACTOR to comply with the ENGINEER'S clean-up dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the CONTRACTOR, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to CONTRACTOR. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from CONTRACTOR's performance of the work or from public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of work involved.

SECTION 402 – UTILITIES

402-1 LOCATION

402-1.1 General

[Add the following:].

Locations of utilities shown on plans are approximate only and are based on a search of available records.

Attention is directed to the possibility of utility mains or laterals within the project limits. The CONTRACTOR shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The CONTRACTOR shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

Prior to commencing any other work, CONTRACTOR shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by CONTRACTOR's operations. This work shall be done in accordance with Section 402-1.1 of the Standard Specifications. CONTRACTOR shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. CONTRACTOR shall be responsible for any damage to existing utilities shown on the plans pursuant to its location operations as required under this subsection of the Standard Specifications.

Upon completion of the Project, the CONTRACTOR shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the CONTRACTOR, the CITY or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to CONTRACTOR'S removal operation, shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

The CONTRACTOR shall notify owners of the utility companies at least two (2) working days in advance of any work (See Subsection 402-4 of these Special Provisions for utility contact information).

402-1.2 Payment

[Replace with the following:].

Payment for utility location by the CONTRACTOR shall be included in the bid prices for the various items of work requiring utility location and no further compensation will be allowed.

402-2 PROTECTION

[Add the following:].

The CONTRACTOR shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the CONTRACTOR's operations, the CONTRACTOR shall, at his expense, repair or replace damaged facilities promptly, in accordance with all applicable sections of the Standard Specifications and the standards of each affected utility. Should the CONTRACTOR fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the CONTRACTOR.

402-2.1 Payment

Payment for utility protection by the CONTRACTOR shall be included in the bid prices for the various items of work requiring utility protection and no further compensation will be allowed.

402-4 RELOCATION

[Add the following:].

Any miscellaneous utilities to be relocated by the CONTRACTOR, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The CONTRACTOR shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the CONTRACTOR's failure to do the work at times which are acceptable to the owner. The CONTRACTOR shall notify owners of the following companies at least two (2) working days in advance of any work:

AT&T (right-of-way) Valentina Gipson 3939 E Coronado St, Rm 2030 Anaheim, CA 92807 (o) 714-618-9132 Email: vk3921@att.com	**Cost Mesa Sanitary District** Javier Ochiqui, Management Analyst 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: jochiqui@cmsdca.gov
AT&T Rhonda Clary-Byers (engineer for Costa Mesa) or Doug DiPaolo 3939 E. Coronado St. Anaheim, CA 92807 (o) 714-618-9116 (o) 714-618-9125 Email: rc1315@att.com Email: dd2634@att.com	**Cost Mesa Sanitary District** Marc Esquer, District Engineer 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: mesquer@cmsdca.gov
Mesa Water District Phil Lauri, Assistant General Manager 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: phill@mesawater.org	**Mesa Water District** Mark Pelka, Engineer 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: MarkP@mesawater.org
Mpower Communications, Inc. Mark Denning 2698 White Road Irvine, CA 92614 (o) 949-864-0296 (c) 949-547-6455 Email: mdenning@telepacific.com	**Costa Mesa Sanitation District** Nabila Guzmán, Construction Notices 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 230 Email: nguzman@cmsdca.gov
Orange County Sanitation District (OCSD) Rudy Davila P.O. Box 8127 Fountain Valley, CA 92728 (o) 714-593-7348 (c) 714-593-3301 (24-hour) Email: RDavila@ocsd.com	**Orange County Water District (OCWD)** Chris Olsen P.O. Box 8300 Fountain Valley, CA 92728 (o) 714-378-3200 (c) 714-378-3240 (24-hour) Email: colsen@ocwd.com Email: utilityrequest@ocwd.com

Irvine Regional Water District Brad Jackson (Area Construction Inspector) 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-632-0627 (p) 949-729-7300 (24-hour) Email: jackson@irwd.com	**CA Regional Water Quality – Santa Ana Region** Mark Smythe 3737 Main St., Suite 500 Riverside, CA 92501 (o) 951-782-4130 (c) 951-543-8523 Email: msmythe@waterboards.ca.gov
Irvine Ranch Water Dist. – Development Services* Christian Kessler, P.E. 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5300 (p) 949-453-5441 Email: kessler@irwd.com **utility requests*	**Irvine Regional Water District** Kelly Lew 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5586 (p) 949-729-7300 (24-hour) Email: lew@irwd.com
Metropolitan Water District of So. California Civil Engineering Substructures Section Shoreh Zareh P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: szareh@mwdh2o.com **Metropolitan Water District of So. California** Civil Engineering Substructures Section Kieran Callanan P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: kcallanan@mwdh2o.com	**SCE (Senior Compliance)** Susan Morgan (o) 909-835-7527 (c) 909-835-7527 **SCE (Service Planner – Orange Coast S/C)** Mónica Balderas 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-329-2778 Email: monica.balderas@sce.com Email: susan.morgan@sce.com **No pre-construction meeting notices BUT Susan Morgan and Mónica Balderas would like to attend all UTILITY MEETINGS and be made aware of any fee schedule changes.*
SCE (Base Maps) Kimberly Gurule 1444 E. McFadden Ave., Bldg. "D" Santa Ana, CA 92705 (o) 714-796-9932 Email: maprequests@sce.com* **No pre-construction meeting notices to this address – map requests ONLY.*	**SCE (Service Planner 1 – Orange Coast S/C)** Nick Mukanos 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0210 Email: nick.mukanos@sce.com
SCE (Utility Notice Requests) Kasy Chapman 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0109 (c) 800-611-1911 (24-hour) Email: kasey.chapman@sce.com	**SCE (Service Planner 2– Orange Coast S/C)** Damon Humphrey 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0534 Email: damon.humphrey@sce.com
Southern California Gas Co. (Transmission) P.O. Box 2300 Chatsworth, CA 91313-2300 (o) 818-701-4546 Email: SoCalGasTransmissionUtilityRequest@semprautilities.com	***Reminder*** After facilities are identified on the plans, send the plans to Gail Gardner, and she will forward to SCE's planning department. Send to: gail.gardner@sce.com

Southern California Gas Co. Alfredo Gutierrez, franchise planner (o) 213-231-7515 Email: Agutierrez9@socalgas.com	**Southern California Gas Co.** Wilson Baldelomar P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5091 (p) 800-603-7060 (24-hour) Email: wbaldelomar@semprautilities.com
XO Communications Matt Bergine Engineer IV Specialist-Network Engineering & Operations (o) 949-417-7841 (c) 714-822-6207 Email: matt.bergine@verizon.com	**XO Communications** Switchboard (o) 703-547-2000
Charter Communications Don Simons Construction Manager, Zone 8 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-591-4871 Email: don.simons@charter.com **Charter Communications** Utility Research Requests E-mail: DL-SOCAL-CHARTERENGINEERING@CHARTER.COM	**Verizon Business Investigations** 2400 N. Glenville Dr. Richardson, TX 75082 (o) 972-729-6016 (o) 469-886-4238 Email: investigations@verizon.com *2nd Email: chuck.czumak@verizon.com Contact Verizon Business for issues involving: --- Brooks Fiber Properties, Inc. --- MCImetro Access Transmission Srvcs. --- MCI Telecommunications Srvcs --- MFS Telecom, Inc. --- SourtherNet, Inc. / WorldComNetwork Srvc. --- Intermedia Communications, Inc. --- XO Communications
Newport-Mesa Unified School District Víctor Garza (o) 714-424-5080 Email: vgarza@nmusd.us	**Newport-Mesa Unified School District** Tim Marsh, Administrative Director, Facilities Support Srvcs. (o) 714-4247527 Email: tmarsh@nmusd.us **Newport-Mesa Unified School District** Mary Gray Email: mgray@nmusd.us
DIGALERT.ORG (24-HR) 811 2 days before digging.	**Kinder Morgan** Jordan Neuner (o) 310-628-4350 Email: jordan_neuner@kindermorgan.com Karly Payne, Administrative Assistant (o) 714-560-4604 Email: karly_payne@kindermorgan.com

Where existing utility main lines and conduits (excluding sewer main lines) and all utility service lines (excluding sewer laterals) are to be relocated or declared abandoned by the affected utility companies, the CONTRACTOR shall be responsible for contacting the respective utility representatives for coordinating the relocations and for determining the abandonments. The CONTRACTOR shall proceed with excavation in such a manner that will allow utility companies adequate and reasonable time to relocate service lines. The CONTRACTOR shall not be compensated for any delays caused by failure to coordinate the above work with utility companies.

PART 5
PIPELINE SYSTEM REHABILITATION
(No Addtions or Modifications)

PART 6
TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL

[Add the following:].

600-1.1 NOTIFICATION AND ACCESS

Prior to restricting normal access from public street to adjacent properties, the CONTRACTOR shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The CONTRACTOR shall make every effort possible to minimize such restrictions.

Deliveries shall be conducted with appropriate flagmen and traffic controls.

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

A minimum of one four (4) foot wide pedestrian walkway shall be maintainned and safely delineated along each public street and through areas accessibale to the general public at all times during construction.

PART 7
STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS
(No Addtions or Modifications)

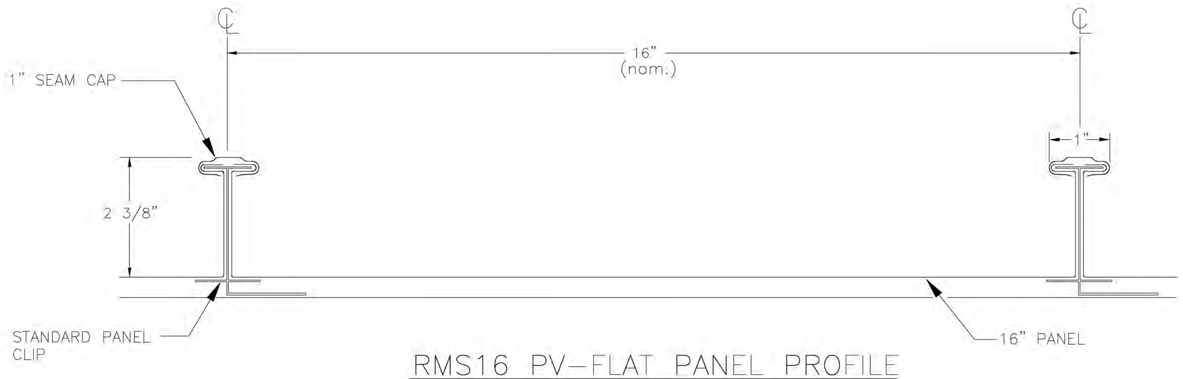
PART 8
LANDSCAPING AND IRRIGATION
(No Addtions or Modifications)

SECTION G

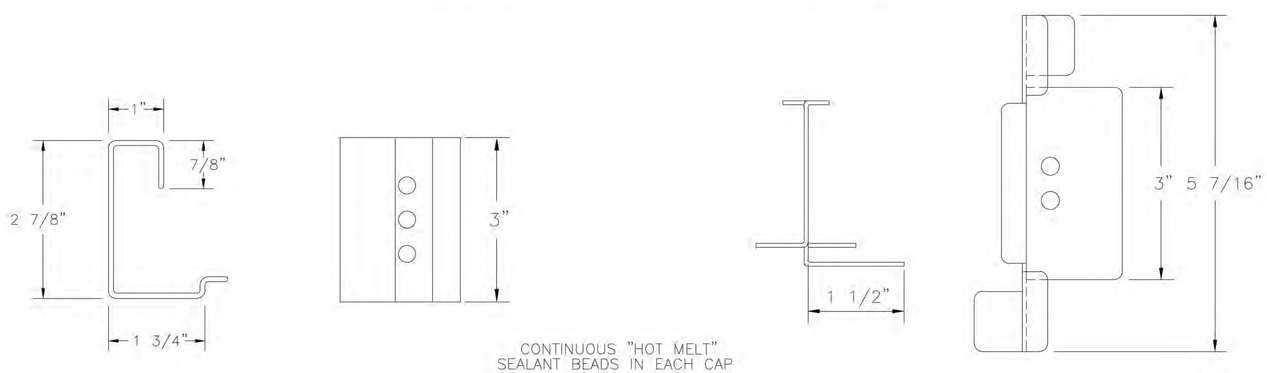
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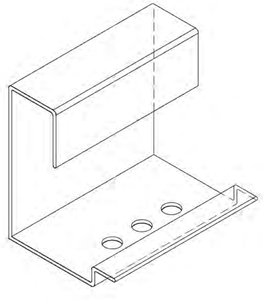
NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT
SHOP DRAWINGS

NORMA HERTZOG COMMUNITY CENTER
COSTA MESA, CA 92627

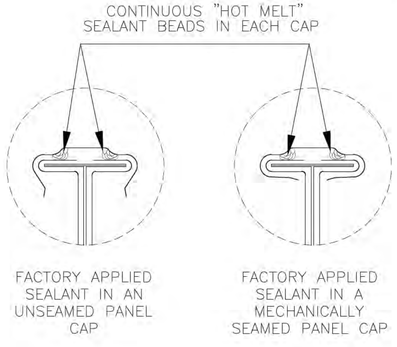


RMS16 PV–FLAT PANEL PROFILE

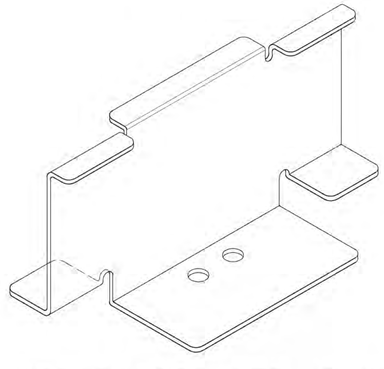




#3007GS GABLE CLIP
GALVANIZED STEEL



"HOT MELT" SEALANT BEADS
FACTORY APPLIED



#301016GS STD. CLIP
GALVANIZED STEEL

R–MER SPAN PANEL AND ACCESSORIES

SPECIAL NOTES:

R–MER SPAN PANEL NOTES:

- FOR ADDITIONAL R–MER SPAN INSTALLATION INSTRUCTIONS, CONTACT GARLAND FOR AN INSTALLATION GUIDELINES MANUAL.
- ALL PANEL CLIPS ARE TO BE FASTENED USING (2) TWO #14–13 DP1, CONCEALOR TYPE, SELF–TAPPING FASTENERS WITH AN ULTIMATE PULLOUT VALUE OF: 626# PER FASTENER INTO MIN. 3/4" PLYWOOD OVER ENTIRE ROOF.
- ROOF PANELS ARE TO BE FIELD SEAMED BY ERECTOR WITH GARLAND'S ELECTRIC SEAMER. REFERENCE INSTALLATION MANUAL AND/OR OPERATING INSTRUCTIONS PROVIDED WITH SHIPMENT OF SEAMER.

UNDERLAYMENT NOTE:
GARLAND REQUIRES APPLYING A MINIMUM OF (1) LAYER OF R–MER SEAL OVER ENTIRE ROOF INCLUDING AROUND ALL PERIMETERS AND PENETRATIONS. INCLUDING, BUT NOT LIMITED TO: RAKE, EAVE, RIDGE, HIP, HEAD, SLOPING JAMB, AND VALLEY CONDITIONS. ALWAYS FOLLOW THE MANUFACTURER'S INSTALLATION GUIDELINES.

NOTE:
PER IAPMO REPORT #662, CLIPS TO BE FASTENED AT MAX. SPACING ABOVE. CALCS ARE SUBJECT TO DSA APPROVAL.

GENERAL NOTES:

ATTENTION: ARCHITECT, G/C, & SUB–CONTRACTOR

THESE SHOP DRAWINGS HAVE BEEN SUBMITTED FOR ARCHITECT, GENERAL CONTRACTOR AND SUB–CONTRACTOR APPROVAL. ALL OF GARLAND'S SHOP FABRICATED MATERIAL WILL BE MANUFACTURED TO THE DIMENSIONS SHOWN UNLESS OTHERWISE NOTED. IT IS CRUCIAL THAT ANY NECESSARY CHANGES, NOTATIONS OR REQUESTED INFORMATION BE CLEARLY NOTED.

*APPROVAL STAMPS/SIGNATURES ATTACHED AT RIGHT.

ARCHITECT APPROVAL

G/C APPROVAL

SUB–CONTRACTOR APPROVAL

IMPORTANT CUSTOMER NOTE:
PLEASE READ AND SIGN BELOW

1) ALL OF GARLAND'S SHOP FABRICATED MATERIAL WILL BE MANUFACTURED TO THE DIMENSIONS SHOWN UNLESS OTHERWISE NOTED.
2) IT IS CRUCIAL THAT ANY NECESSARY CHANGES, NOTATIONS OR REQUESTED INFORMATION BE CLEARLY NOTED ON THE SHOP DRAWINGS AND RETURNED TO GARLAND FOR REVIEW.
3) EACH DIMENSION MARKED WITH AN (*) MUST BE APPROVED FOR FABRICATION BY INDICATING THE RESPONSE "OK" OR "✓", OR BY NOTING THE CORRECT DIMENSION.
4) WHERE GARLAND SPECIFICALLY REQUESTS TO "FIELD VERIFY" OR "SPECIFY" A DIMENSION, THE PROPER CUSTOMER RESPONSE WILL BE TO:
   A) MARK WITH EITHER "OK" OR "✓" IF THE DIMENSION IS CORRECT. OR
   B) NOTE THE CORRECT DIMENSION.
   IT IS IMPERATIVE THAT FIELD DIMENSIONS ARE TAKEN TO INSURE ACCURATE FABRICATION AND PROPER MATERIAL FIT.
5) NO MATERIAL WILL BE CONSIDERED RELEASED FOR FABRICATION UNTIL ALL PERTINENT INFORMATION (i.e., COLOR, DIMENSIONS, MATERIAL CONFIGURATION) HAS BEEN RECEIVED BY GARLAND.
6) GARLAND MUST HAVE 'APPROVED' SHOP DRAWINGS WITH AUTHORIZATION TO RELEASE THE MATERIAL FOR FABRICATION AS INDICATED BY A CUSTOMER AUTHORIZATION SIGNATURE.
   CUSTOMER AUTHORIZATION SIGNATURE: _____ (sign here)
7) INDICATE THE DATE MATERIALS WILL BE REQUIRED AT THE PROJECT LOCATION: _____ (date here)

STORAGE NOTE:
ALWAYS STORE ALL COMPONENTS IN A CLEAN, DRY STORAGE AREA. PREVENT CONTACT WITH CORROSIVE OR STAINING MATERIALS.

MATERIAL NOTE:
SOME OIL CANNING OF PANELS IS COMMON IN THE INDUSTRY AND IS NOT CONSIDERED CAUSE FOR PRODUCT REJECTION.

SEALANT NOTE:
USE A CONTINUOUS BEAD OF NON–HARDENING, HIGH QUALITY SEALANT COMPATIBLE WITH KYNAR AND POLYESTER FINISHES. FOR FORMED COPING, EXTENDERS, FASCIA AND WALL CAPS, APPLY SEALANT BEAD TO THE CONCEALED PORTION OF THE SPLICE PLATE. (SEALANT BY ERECTOR)

ERECTOR NOTE:

- STEEL PANELS: SAW OR TORCH CUTS ARE NOT ALLOWED. ONLY SHEARING ACTION MAY BE USED, AS ACHIEVED WITH HAND SNIPS/SHEARS OR ELECTRIC SHEARS
- ALUMINUM PANELS: TORCH CUTS ARE NOT ALLOWED. SHEARING ACTION RECOMMENDED TO CUT ALUMINUM. SAW CUTS PERMITTED, HOWEVER, CARE MUST BE TAKEN TO PREVENT BURNING PAINT FINISH, EDGE BURS AND SAW DEBRIS BEING DEPOSITED ON FINISHED PRODUCT.
- ALL PANELS, BATTENS AND SEAMS TO HAVE FIELD BENT TRANSITIONS. (EXAMPLE: CHANGE OF PLANE)
- ALL RELATED PANEL TRIM TO HAVE FIELD TRANSITIONS AND FIELD FABRICATED MITERS.
  (EXAMPLE: TRANSITION BETWEEN RIDGE TO RAKE TRIM OR RAKE TO VERTICAL CORNER TRIM)
  (EXAMPLE: MITERS – 90° CORNERS FOR SILL TRIM)
- ALL CONTINUOUS LENGTHS OF PANEL TRIM TO BE NOTCHED, LAPPED AND SEALED 3" MINIMUM AT LAP SPLICES. (TYPICAL)
- PANEL TRIM'S THERMAL MOVEMENT OCCURS AT LAP SPLICES DO NOT ANCHOR TRIM AT LAP SPLICES. (TYPICAL)

FINISH SPECIFICATIONS:

ROOF PANEL: R-MER SPAN

MATERIAL: 22GA GALVALUME
FINISH: FLUOROCARBON–70% RESIN (Kynar 500)
COLOR: STANDARD "TBD"

FOR REVIEW

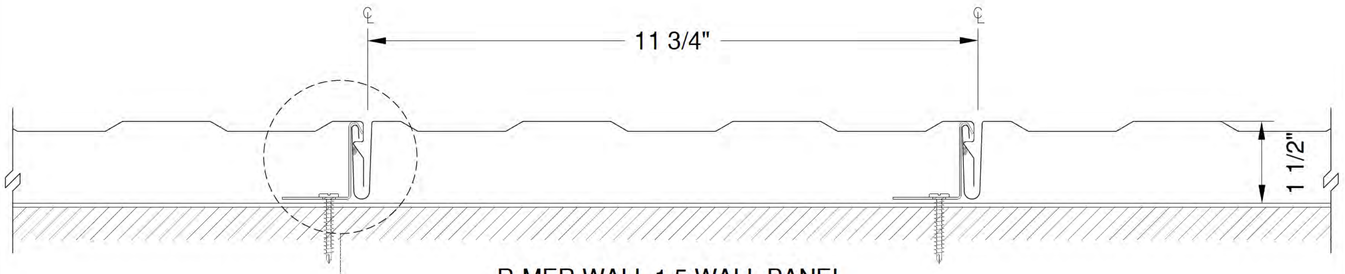
NORMA HERTZOG COMMUNITY CENTER
COSTA MESA, CA 92627

ARCHITECT: JOHNSON FAVARO
DATE: 12/12/24 | DWG BY: MEC | CHK BY: JA
PM: AMANDA TANT
CUSTOMER: CITY OF COSTA MESA
AGENT: STEVE LAMPMAN

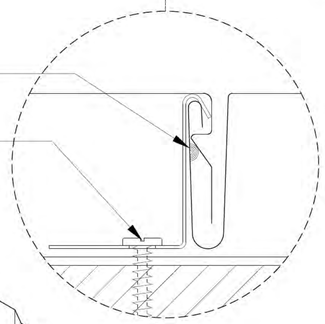
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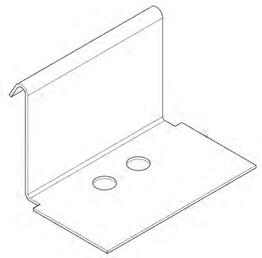
THE GARLAND COMPANY INC.
3800 EAST 91st STREET – CLEVELAND, OHIO 44105–2197
PHONE (800) 321–9336 / FAX (216) 641–0633

JOB NUMBER: 40180
SHEET: 1 OF 7



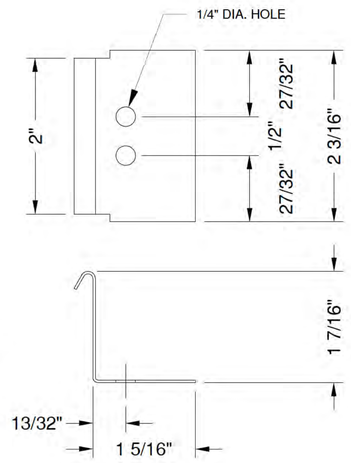
R-MER WALL 1.5 WALL PANEL
MESA PROFILE SHOWN

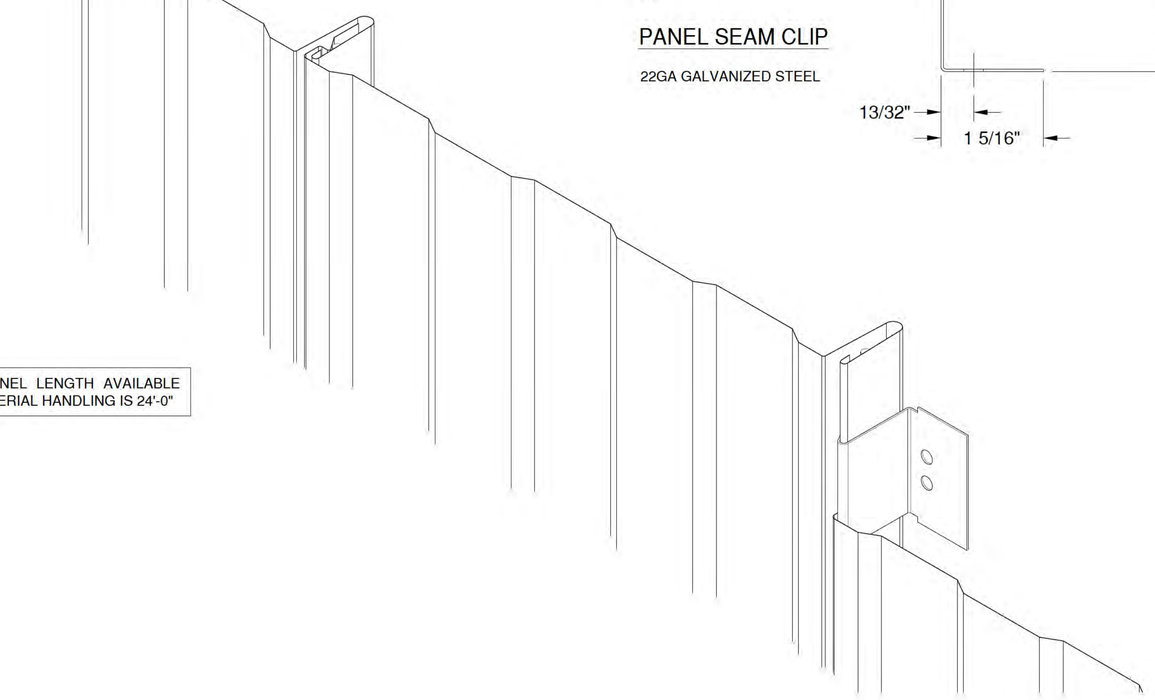




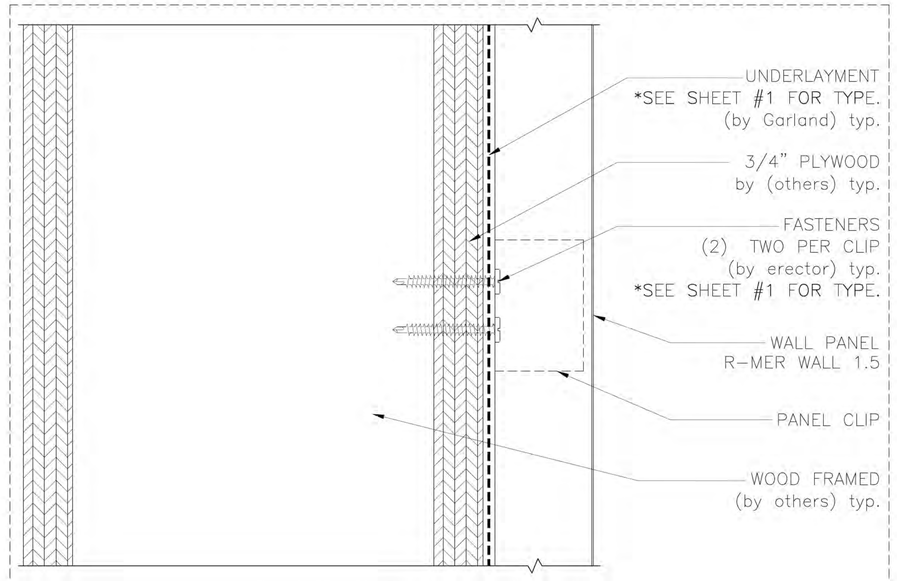
PANEL SEAM CLIP

22GA GALVANIZED STEEL





MAXIMUM PANEL LENGTH AVAILABLE
DUE TO MATERIAL HANDLING IS 24'-0"



TYPICAL WALL ASSEMBLY

FINISH SPECIFICATIONS:

WALL PANEL: R-MER WALL 1.5

MATERIAL: 22GA GALV. STEEL

FINISH: FLUOROCARBON-70% RESIN (Kynar 500)

COLOR: STANDARD "TBD"

FOR REVIEW

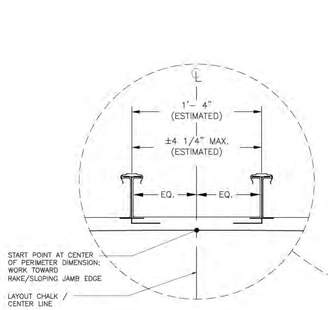
NORMA HERTZOG COMMUNITY CENTER
COSTA MESA, CA 92627

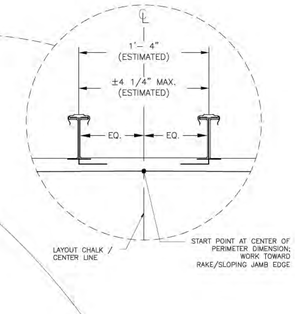
ARCHITECT: JOHNSON FAVARO
DATE: 12/12/24 | DWG BY: MEC | CHK BY: JA
CUSTOMER: CITY OF COSTA MESA
AGENT: STEVE LAMPMAN | PM: AMANDA TANT

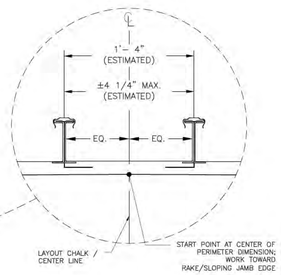
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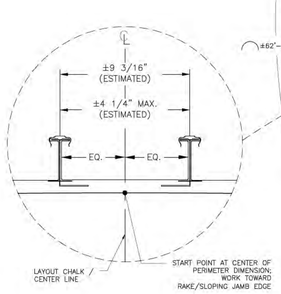
THE GARLAND COMPANY INC.
3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2197
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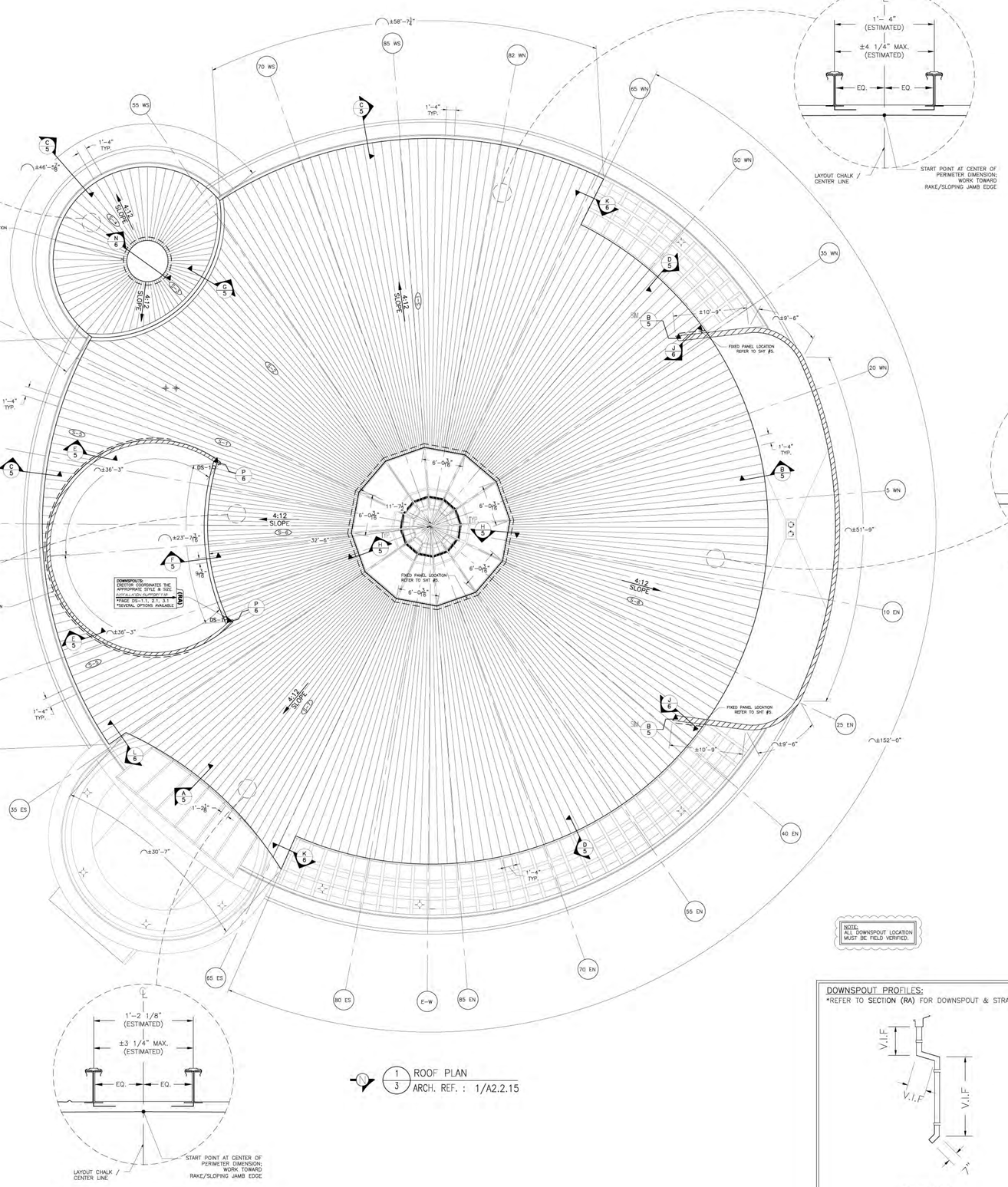
SHEET: 2 OF 7 | JOB NUMBER: 40180

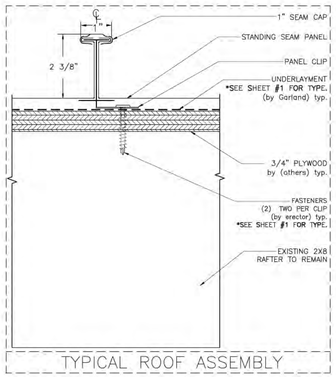










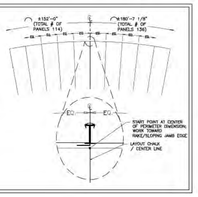


TYPICAL ROOF ASSEMBLY

N 1/3 ROOF PLAN
ARCH. REF. : 1/A2.2.15

TAPERED PANEL LAYOUT INSTRUCTIONS:
- SEE DIAGRAM AT RIGHT FOR EXPLANATION OF GRAPHICS ON FOLLOWING PAGES.
- CENTER PANEL SEAM ON CENTER LINE.

- **ERECTOR NOTE 1:**
- **SNAP LAYOUT LINE FOR CLIP LOCATIONS**
- **INSTALL PANELS BETWEEN THESE LAYOUT LINES**
- **THIS APPROACH WILL ENSURE PROPER PANEL PLACEMENT**



ERECTOR NOTE:

TAPERED PANEL LAYOUT INSTRUCTIONS:

1. CENTER FIRST PANEL PAN ALONG CENTER LINE OF SUBSTRATE.
2. SNAP LAYOUT LINE FOR CLIP LOCATIONS.
3. INSTALL REMAINING PANELS OUTWARD FROM FIRST PANEL ALONG THESE LAYOUT LINES TOWARD TANGENT POINT.

THIS APPROACH WILL ENSURE PROPER PANEL PLACEMENT

TRIM LAP DETAILS:
ERECTOR TO COORDINATE WITH MANUFACTURER'S DETAILS.
INSTALLATION SUPPORT TAP (RA)
*REFER TO TRIM LAP DETAILS IN THIS SECTION.

SMACNA GUIDELINES:
GARLAND RECOMMENDS FOLLOWING SMACNA GUIDELINES FOR THE SIZING AND LOCATION OF GUTTERS, DOWNSPOUTS, AND EXPANSION JOINTS.

ERECTOR NOTE:
ALL MATERIAL SUPPLIED IS 22GA GALVALUME.
ALL TRIM COMPONENTS ARE TO BE FABRICATED BY THE ERECTOR FROM FLAT SHEET SUPPLIED.

PANEL CLIP SPACING

PROVIDED BELOW ARE THE MAXIMUM ALLOWABLE ROOF PANEL CLIP SPACINGS.

ROOF PANEL CLIPS MAY BE INSTALLED CLOSER TOGETHER THAN THE ALLOWABLE O.C. MAXIMUMS IF JOB–SITE CONDITIONS REQUIRE. HOWEVER, PANEL CLIPS MUST 'NOT' EXCEED THE MANUFACTURER'S PROVIDED O.C. MAXIMUMS.

ZONE DESIGNATION:	ZONE TYPE:	DESCRIPTION:	CLIP SPACING:
	ALL ZONE	ALL ROOF	5'–0" o.c. MAX.

FIXED PANEL CLIP LOCATIONS:

LINE TYPE:	DESCRIPTION:	EXPLANATION:
– – – – – –	PANEL FIXED LOCATION	DESIGNATES A ROW OF 'FIXED' PANEL CLIPS.

SUBSTRATE LENGTH SCHEDULE:

PROVIDED BELOW ARE ESTIMATED SUBSTRATE LENGTHS (NOT PANEL LENGTHS), AS PROVIDED TO GARLAND OR AS SCALED BY GARLAND FROM CONSTRUCTION DRAWINGS.

- THESE SUBSTRATE LENGTHS ARE PROVIDED FOR REVIEW AND MUST BE FIELD VERIFIED.
- ERECTOR MUST THEN REFERENCE THE APPROPRIATE DETAILS WITHIN THE SHOP DRAWINGS TO CALCULATE THE CORRECT ROOF PANEL LENGTHS REQUIRED. YOU MAY NOTE THESE CALCULATED PANEL LENGTHS IN THE SPACES PROVIDED BELOW.
- ERECTOR TO COORDINATE JOB SITE CONDITIONS WITH SHOP DRAWING DETAILS TO DETERMINE REQUIRED PANEL QUANTITIES AND LENGTHS. THIS ITEMIZED CUT IS TO BE FORWARDED TO GARLAND FOR MATERIAL RELEASE AND PRODUCTION.

DO NOT USE THE SUBSTRATE LENGTHS AS THE PANEL LENGTHS!

SUBSTRATE DESIGNATION:	SUBSTRATE LENGTH:	CALCULATE: REQUIRED PANEL LENGTHS:
S–1	±47'–6"	NOTE: Use the shop drawing details to adjust the substrate length dimension to the panel length required. =
S–2	±46'–10"	=
S–3	V.I.F	=
S–4	V.I.F	=
S–5	±18'–8"	=
S–6	±22'–1"	=
S–7	±44'–1"	=
S–8	±39'–8"	=

IMPORTANT READ:
THE ERECTOR HAS THE SOLE RESPONSIBILITY TO COORDINATE THE SHOP DRAWINGS WITH THE ACTUAL JOB SITE CONDITIONS TO DETERMINE AN ACCURATE AND ITEMIZED MATERIAL 'CUT LIST'. THIS IS CRUCIAL FOR MATERIAL RELEASE AND PANEL PRODUCTION.

DOWNSPOUT PROFILES:
*REFER TO SECTION (RA) FOR DOWNSPOUT & STRAP DATA.

PROFILE DS–1
NUMBER OF CONDITIONS:02

ALL ROOF DIMENSIONS MUST BE FIELD VERIFIED

FOR REVIEW

NORMA HERTZOG COMMUNITY CENTER
COSTA MESA, CA 92627

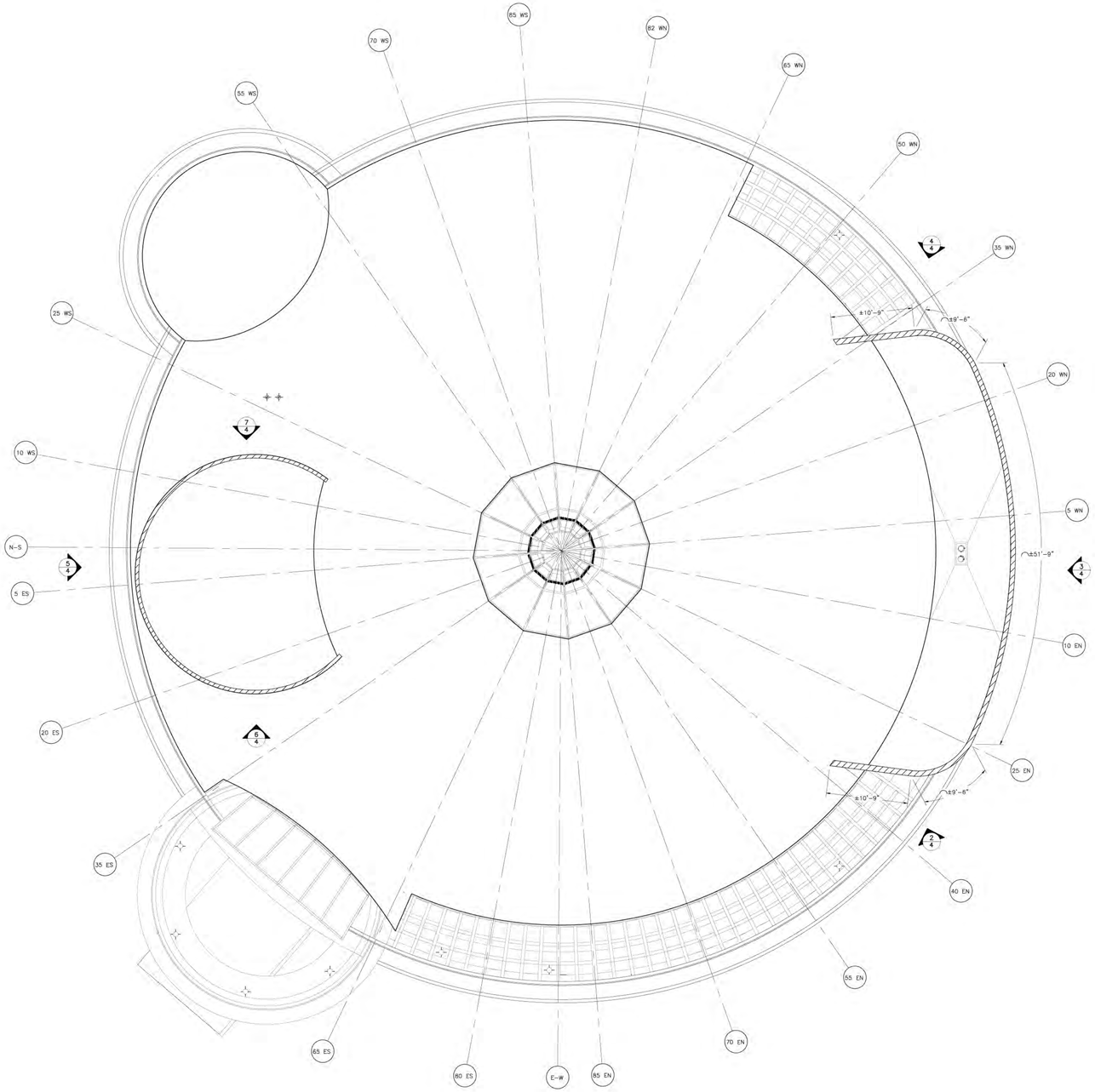
ARCHITECT: JOHNSON FAVARO
DATE: 12/12/24 | DWG BY: MEC | CHK BY: JA
PM: AMANDA TANT

CUSTOMER: CITY OF COSTA MESA
AGENT: STEVE LAMPMAN

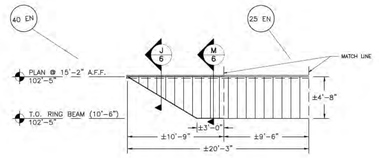
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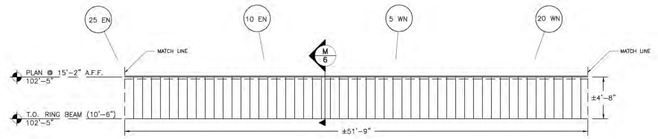
SHEET: 3 OF 7 | JOB NUMBER: 40180



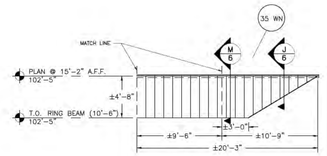
1/4 WALL PLAN
ARCH. REF. : NA



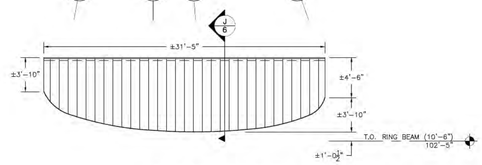
2/4 WALL ELEVATION
ARCH. REF. : NA



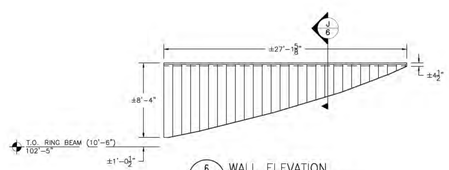
3/4 WALL ELEVATION
ARCH. REF. : NA



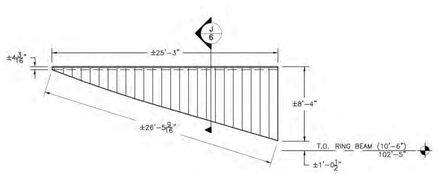
4/4 WALL ELEVATION
ARCH. REF. : NA



5/4 WALL ELEVATION
ARCH. REF. : 1/A4.2.12



6/4 WALL ELEVATION
ARCH. REF. : 1/A4.2.11



7/4 WALL ELEVATION
ARCH. REF. : 2/A4.2.12

ALL PLAN & ELEVATION DIMENSIONS MUST BE FIELD VERIFIED

FOR REVIEW

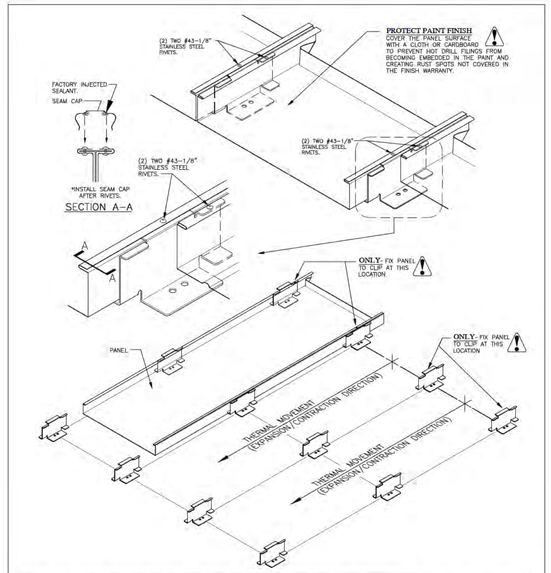
NORMA HERTZOG COMMUNITY CENTER
COSTA MESA, CA 92627

ARCHITECT: JOHNSON FAVARO
DATE: 12/12/24 | DWG BY: MEC | CHK BY: JA
CUSTOMER: CITY OF COSTA MESA
AGENT: STEVE LAMPMAN
PM: AMANDA TANT

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SHEET: 4 OF 7 | JOB NUMBER: 40180



ERECTOR NOTE: FIXED PANEL INSTALLATION METHOD

- TYPICALLY, PANELS ARE "FIXED" ALONG THE RIDGE/HIP/HEAD CONDITIONS AND PANEL THERMAL MOVEMENT IS DIRECTED TOWARD THE EAVE/SILL/VALLEY CONDITIONS.
- FIX (MECHANICAL ATTACHED) PANELS TO CLIPS AS SHOWN.
- PROTECT THE PANEL'S PAINT FINISH FROM HOT DRILL FILINGS. THESE FILINGS WILL BECOME SELF-EMBEDDED IN THE PAINT AND CREATE RUST SPOTS NOT COVERED IN THE FINISH WARRANTY.
- SNAP ON THE SEAM CAP AFTER THE PANEL HAS BEEN RIVETED TO THE PANEL CLIPS. SEE DRAWING.
- USE THE HAND CRIMPING TOOL AND CRIMP THE SEAM CAPS AT THESE FIXED LOCATIONS.
- DO NOT RUN THE MOTORIZED ELECTRIC SEAMING MACHINE OVER THESE FIXED LOCATIONS.

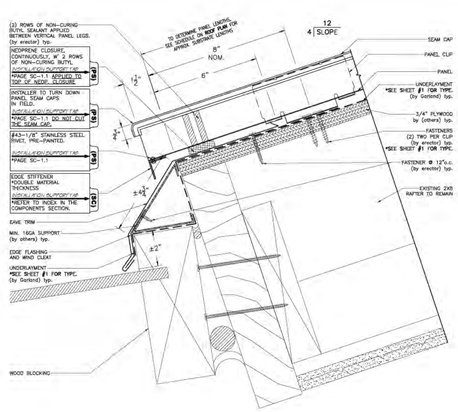
ERECTOR NOTE: FIXED PANEL LOCATION EXPLANATION

- THE FIXED PANEL LOCATIONS ILLUSTRATED ON THE ROOF PLAN DESIGNATE A "FIXED LOCATION" BETWEEN THE PANEL AND PANEL CLIP.
- THIS "FIXED LOCATION" IS A MECHANICAL CONNECTION BETWEEN THESE TWO COMPONENTS; PANEL AND PANEL CLIP.
- A "FIXED LOCATION" CAN **ONLY** OCCUR AT **ONE LOCATION** ON EACH PANEL.
- **DO NOT ATTACH EACH PANEL CLIP TO THE PANEL.**
- THE PANEL MUST BE FIXED (MECHANICAL ATTACHED) AT ONE LOCATION AND ALL REMAINING PANEL CLIPS ALONG THE PANEL MUST **NOT** BE ATTACHED.
- ONCE THE PANEL IS FIXED AT THE ONE LOCATION, THE REMAINING NON-ATTACHED PANEL CLIPS WILL ALLOW PANEL THERMAL MOVEMENT.
- THIS THERMAL MOVEMENT IS EXPANSION AND CONTRACTION OF THE PANEL ALONG ITS' ENTIRE LENGTH.

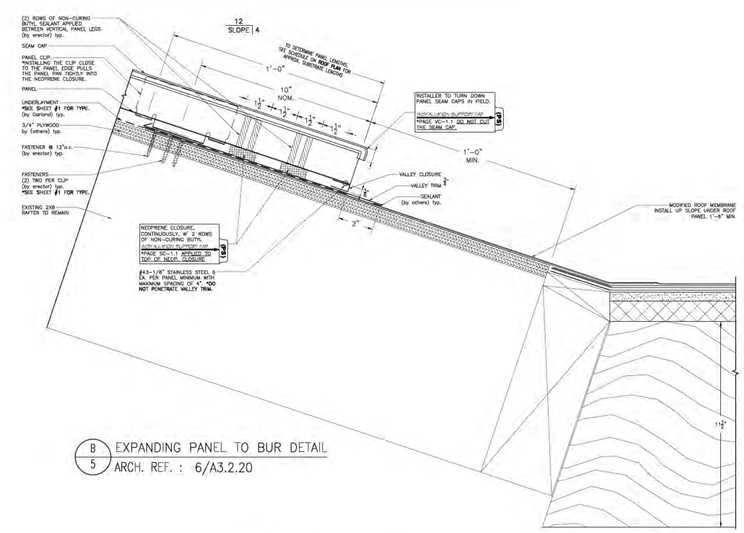
2—Rivet Fixed Panel Detail

SEE ROOF PLAN FOR CORRECT PLACEMENT OF THE PANEL'S FIXED LOCATIONS.

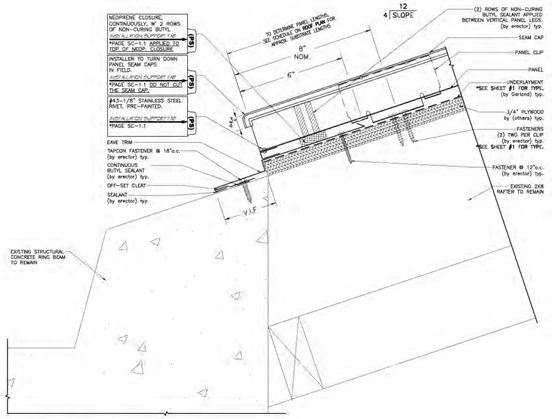
IF THIS IS UNCLEAR IN ANY MANNER, DO NOT INSTALL PANELS AND CONTACT THE MANUFACTURER OR MANUFACTURER'S REPRESENTATIVE FOR CLARIFICATIONS.



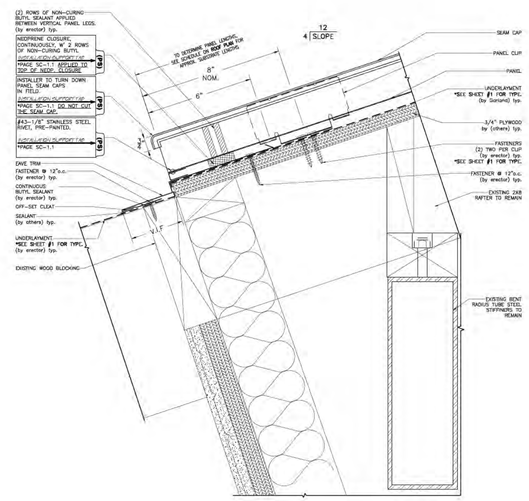
A / 5 EXPANDING EAVE DETAIL
ARCH. REF. : 9/A7.2.12



B / 5 EXPANDING PANEL TO BUR DETAIL
ARCH. REF. : 6/A3.2.20

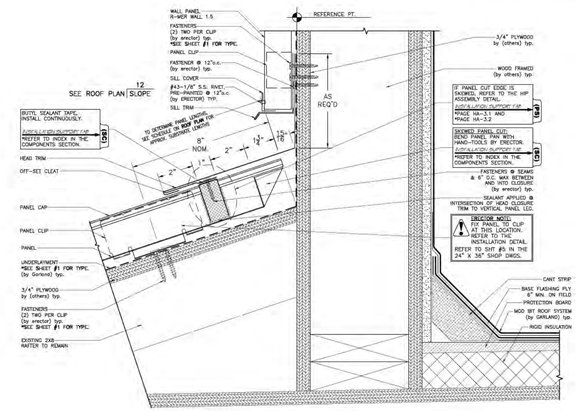


C / 5 EXPANDING EAVE DETAIL
ARCH. REF. : 2/A7.2.13

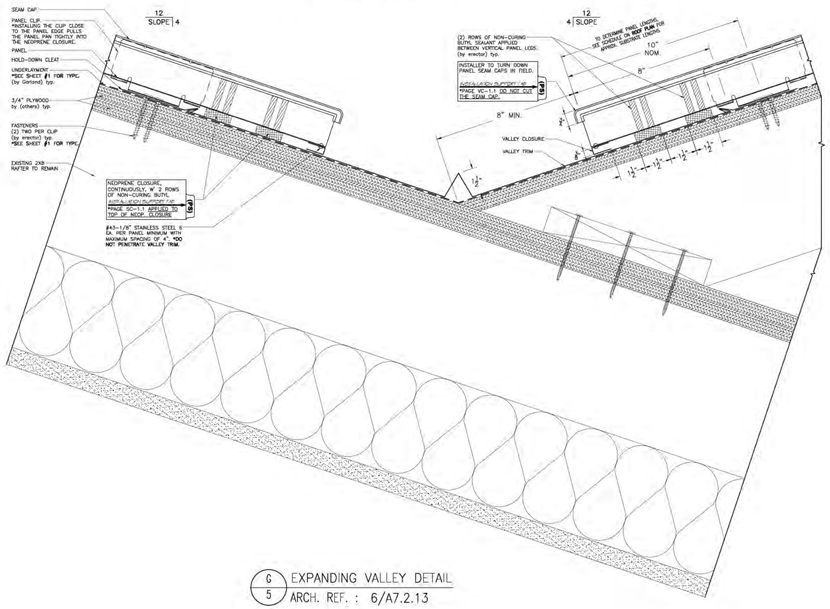


F / 5 EXPANDING EAVE WITH GUTTER DETAIL
ARCH. REF. : 7/A11.2.17

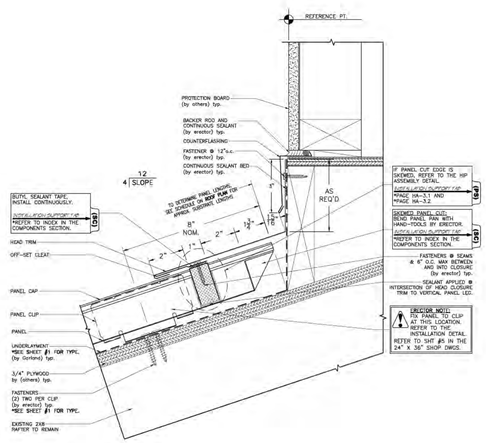
D / 5 EXPANDING EAVE DETAIL
ARCH. REF. : 5/A7.2.12



E / 5 FIXED HEAD DETAIL
ARCH. REF. : 5/A7.2.13



G / 5 EXPANDING VALLEY DETAIL
ARCH. REF. : 6/A7.2.13



H / 5 FIXED HEAD DETAIL
ARCH. REF. : 1/A11.2.18

FOR REVIEW

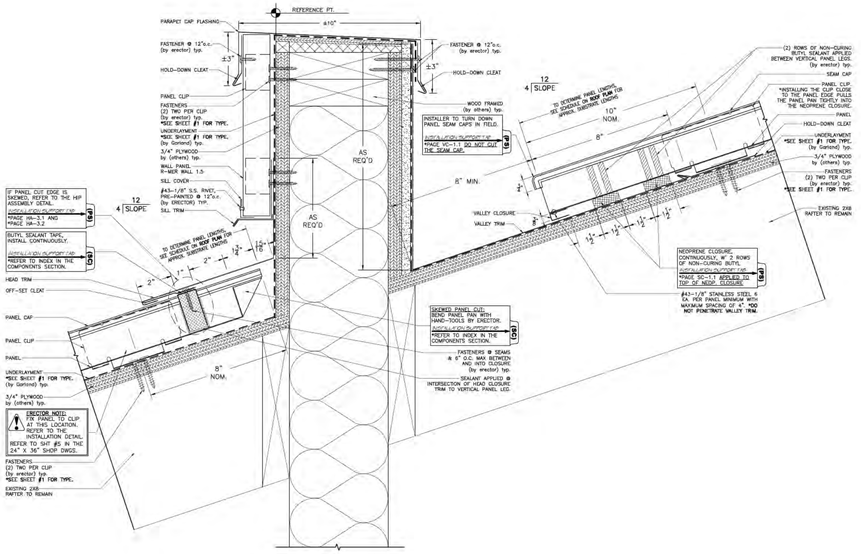
NORMA HERTZOG COMMUNITY CENTER
COSTA MESA, CA 92627

ARCHITECT: JOHNSON FAVARO
DATE: 12/12/24 | DWG BY: MEC | CHK BY: JA
PM: AMANDA TANT
CUSTOMER: CITY OF COSTA MESA
AGENT: STEVE LAMPMAN

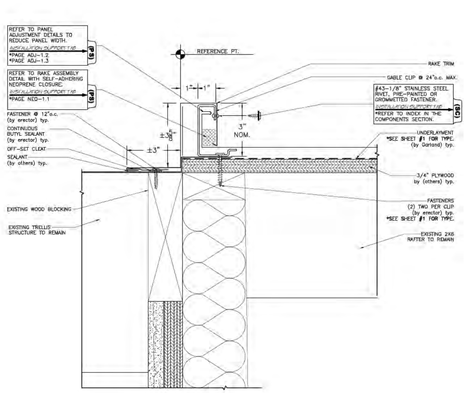
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SHEET: 5 OF 7 | JOB NUMBER: 40180

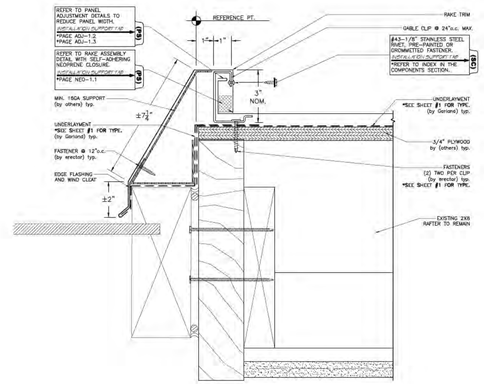
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3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2197
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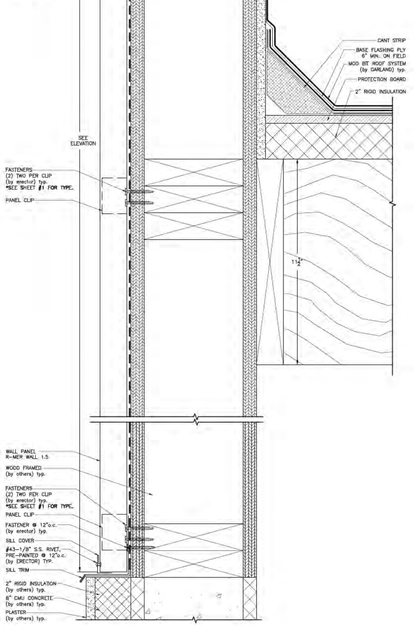
K / 6 RAKE DETAIL
ARCH. REF. : NA



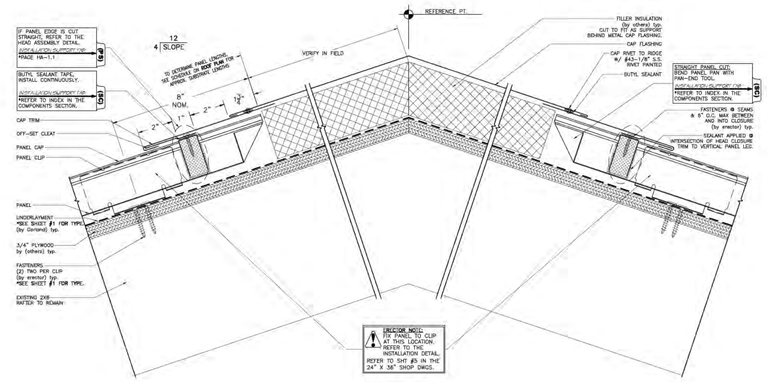
L / 6 RAKE DETAIL
ARCH. REF. : NA



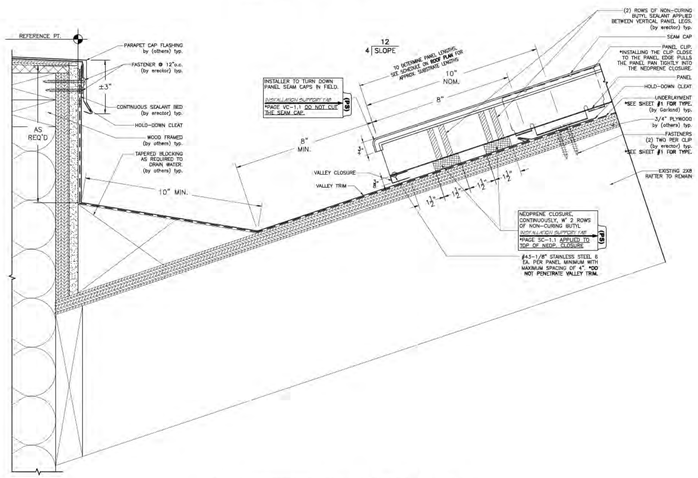
J / 6 FIXED HEAD & EXPANDING VALLEY DETAIL @ WALL
ARCH. REF. : 3/A7.2.14



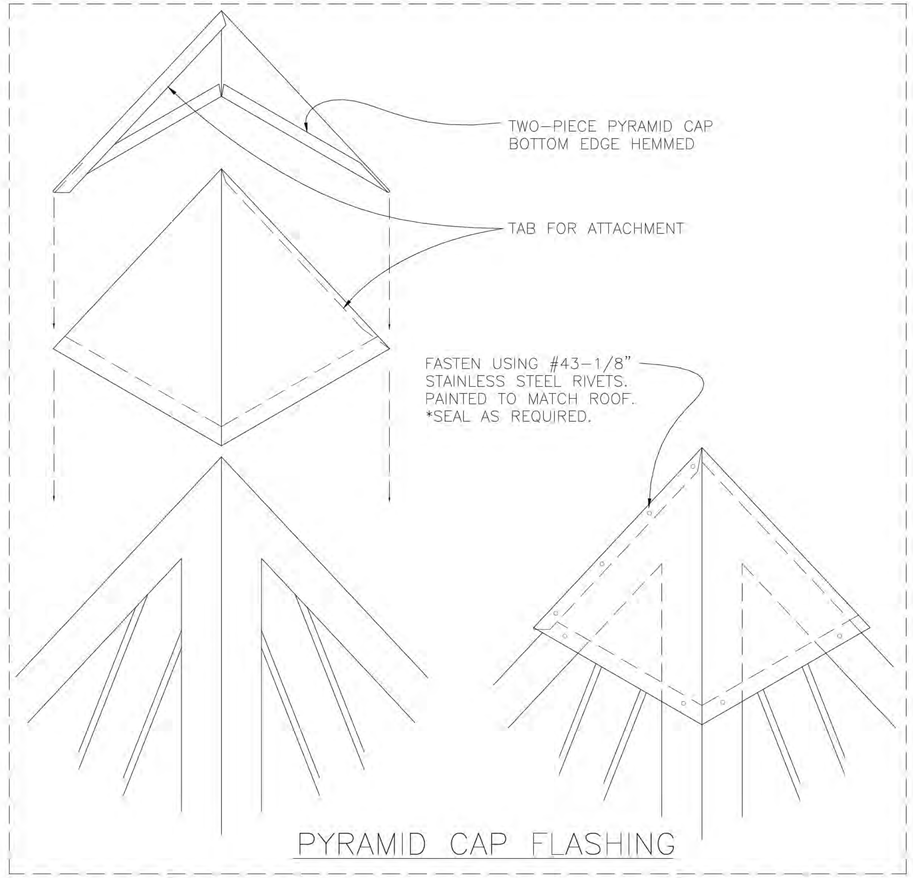
M / 6 WALL HEAD & SILL DETAIL
ARCH. REF. : 2/A3.2.20



N / 6 FIXED TAPERED CAP FLASHING DETAIL
ARCH. REF. : NA



P / 6 EXPANDING VALLEY DETAIL @ WALL
ARCH. REF. : NA



PYRAMID CAP FLASHING

FOR REVIEW

NORMA HERTZOG COMMUNITY CENTER
COSTA MESA, CA 92627

REV:	DATE:
1	01/08/25
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CITY OF COSTA MESA
CUSTOMER: CITY OF COSTA MESA
STEVE LAMPMAN
AGENT: STEVE LAMPMAN

ARCHITECT: JOHNSON FAVARO
DATE: 12/12/24 | DWG BY: MEC | CHK BY: JA
PM: AMANDA TANT

SHEET: 6 OF 7 | JOB NUMBER: 40180

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PHONE (800) 321-9336 / FAX (216) 641-0633

PART	EAVE TRIM	S/O	TRIM INCH
QTY	4 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
A/5	±31
TOTAL	±31

PART	EDGE FLASHING CLEAT	S/O	TRIM INCH
QTY	4 PCS		X 120"
MTL	GALV.	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
A/5	±31
L/6	±3
TOTAL	±34

PART	HOLD DOWN CLEAT	S/O	TRIM INCH
QTY	8 PCS		X 120"
MTL	GALV.	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
G/5	±64
J/6	±10
P/6	±3
TOTAL	±77

PART	VALLEY TRIM	S/O	TRIM INCH
QTY	6 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
B/5	±60
TOTAL	±60

PART	OFF-SET CLEAT	S/O	TRIM INCH
QTY	18 PCS		X 120"
MTL	GALV.	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
E/5	±73
H/5	±73
J/6	±10
N/6	±19
TOTAL	±175

PART	EAVE TRIM	S/O	TRIM INCH
QTY	26 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
C/5	±162
D/5	±92
TOTAL	±254

PART	CAP FLASHING TRIM	S/O	TRIM INCH
QTY	2 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
N/6	±19
TOTAL	±19

PART	VALLEY TRIM	S/O	TRIM INCH
QTY	1 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
P/6	±1
TOTAL	±1

PART	HEAD TRIM	S/O	TRIM INCH
QTY	16 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
E/5	±73
H/5	±73
J/6	±10
TOTAL	±156

PART	HOLD-DOWN CLEAT	S/O	TRIM INCH
QTY	3 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
F/5	±24
TOTAL	±24

PART	HOLD DOWN CLEAT	S/O	TRIM INCH
QTY	10 PCS		X 120"
MTL	GALV.	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
J/6	±10
M/6	±83
TOTAL	±93

PART	VALLEY TRIM	S/O	TRIM INCH
QTY	4 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
G/5	±32
TOTAL	±32

PART	COUNTERFLASHING TRIM	S/O	TRIM INCH
QTY	8 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
H/5	±73
TOTAL	±73

PART	VALLEY TRIM	S/O	TRIM INCH
QTY	1 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
J/6	±10
TOTAL	±10

PART	HEAD TRIM	S/O	TRIM INCH
QTY	10 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
N/6	±19
TOTAL	±19

PART	VALLEY CLOSURE TRIM	S/O	TRIM INCH
QTY	36 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
B/5	±60
C/5	±162
D/5	±92
G/5	±32
J/6	±10
P/6	±3
TOTAL	±359

PART	RAKE TRIM	S/O	TRIM INCH
QTY	2 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
K/6	±13
TOTAL	±13

PART	RAKE TRIM	S/O	TRIM INCH
QTY	1 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
L/6	±3
TOTAL	±3

PART	EDGE STIFFENER	S/O	TRIM INCH
QTY	6 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
A/5	±24
F/5	±31
TOTAL	±55

PART	COPING TRIM	S/O	TRIM INCH
QTY	16 PCS		X 120"
MTL	GALV.	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
J/6	±10
M/6	±83
TOTAL	±93

PART	SILL COVER TRIM	S/O	TRIM INCH
QTY	10 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
J/6	±10
M/6	±83
TOTAL	±93

PART	SILL TRIM	S/O	TRIM INCH
QTY	10 PCS		X 120"
MTL	GALVALUME	22GA	

CUSTOMER APPROVAL	
DETAIL	LIN. FT
J/6	±10
M/6	±83
TOTAL	±93

FOR REVIEW

NORMA HERTZOG COMMUNITY CENTER
COSTA MESA, CA 92627

ARCHITECT: JOHNSON FAVARO
DWG BY: MEC
CHK BY: JA
PM: AMANDA TANT
DATE: 12/12/24
CUSTOMER: CITY OF COSTA MESA
AGENT: STEVE LAMPMAN

REV:	DATE:
1	01/08/25
-	--/--/--
-	--/--/--
-	--/--/--

SHEET: 7 OF 7
JOB NUMBER: 40180

THE GARLAND COMPANY INC.
3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2197
PHONE (800) 321-9336 / FAX (216) 641-0633

SECTION G

APPENDIX “B”

FIELD PHOTOS

A. Item 1

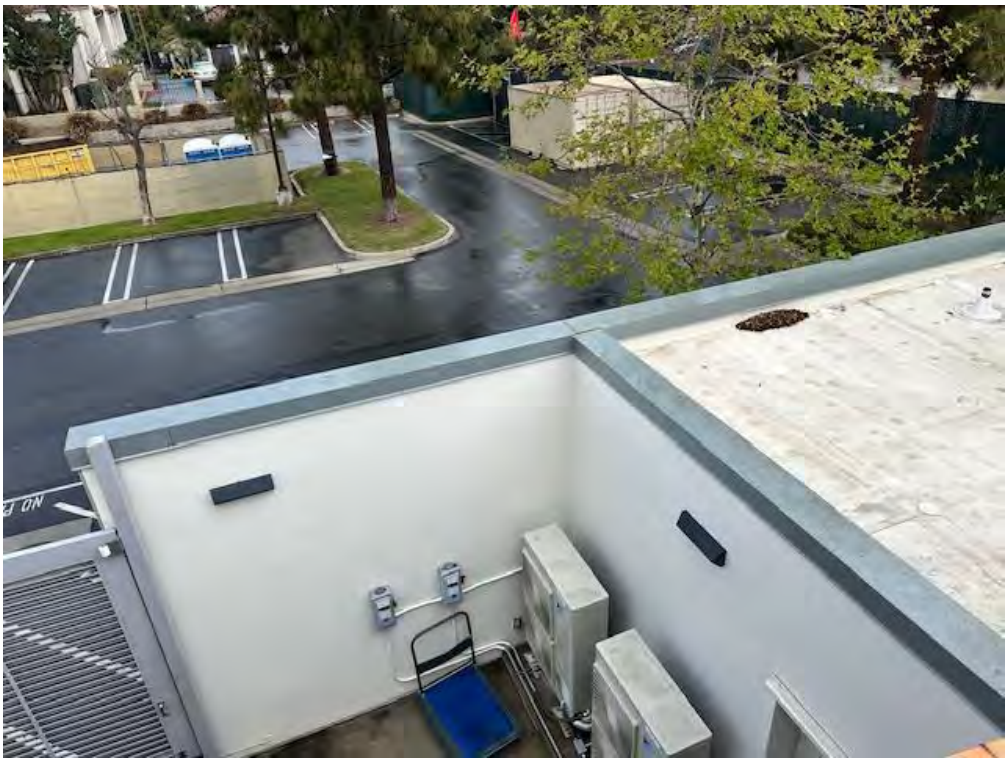
1. Replace galvanized coping cap and trim throughout project with new 22 ga kynar metal to match roofing. Typical. As shown in photo but not limited to items in photo. All coping cap to be replaced with new.



B. Item #2

1. Galvanized coping on walls to also be replaced with new 22 ga kynar metal to match roofing. Typical. As shown in photo but not limited to items in photo.





C. Item #3

1. Replace metal caps on wood awning structure with new 22 ga kynar metal to match roofing. As shown in photo but not limited to photo. Typical.



D. Item #4

1. All flashings below the red line in the photo of center skylight are to be replaced with the roof using 22 ga kynar metal to match the roofing. Detail per SMACNA



77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-427 **Meeting Date:** 9/16/2025

TITLE:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING TITLE 13 (PLANNING ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE (PLANNING ZONING AND DEVELOPMENT) TO PROVIDE TECHNICAL UPDATES AND CLARIFICATIONS (CODE AMENDMENT PCTY-25-0001) AND A RESOLUTION TO UPDATE THE PROCEDURE FOR DETERMINING SHARED PARKING REQUIREMENTS AND FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CAITLYN CURLEY AND FROYLAN GARCIA, ASSISTANT PLANNERS AND DANIEL INLOES, AICP, ECONOMIC DEVELOPMENT ADMINISTRATOR

CONTACT INFORMATION: CAITLYN CURLEY, 714-754-5692, CAITLYN.CURLEY@COSTAMESACA.GOV

RECOMMENDATION:

Planning Commission recommends the City Council:

1. Find that the project is Exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) (“Common Sense Exemption”); and

2. Introduce for first reading, by title only, Ordinance No. 2025-XX approving Code Amendment PCTY-25-0001, amending Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to modify the City’s Zoning Code to provide technical updates and clarifications.

3. Adopt Resolution No. 2025-XX amending the City of Costa Mesa Procedure for Determining Shared Parking Requirements table to reflect current parking trends.

77 Fair Drive
Costa Mesa, CA 92626

Item #: 25-427 **Meeting Date: 9/16/25**

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING TITLE 13 (PLANNING ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE (PLANNING ZONING AND DEVELOPMENT) TO PROVIDE TECHNICAL UPDATES AND CLARIFICATIONS (CODE AMENDMENT PCTY-25-0001) AND A RESOLUTION TO UPDATE THE PROCEDURE FOR DETERMINING SHARED PARKING REQUIREMENTS AND FINDING OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CAITLYN CURLEY AND FROYLAN GARCIA, ASSISTANT PLANNERS AND DANIEL INLOES, AICP, ECONOMIC DEVELOPMENT ADMINISTRATOR

CONTACT INFORMATION: CAITLYN CURLEY, 714-754-5692, CAITLYN.CURLEY@COSTAMESACA.GOV

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3. Adopt Resolution No. 2025-XX amending the City of Costa Mesa Procedure for Determining Shared Parking Requirements table to reflect current parking trends.

APPLICANT OR AUTHORIZED AGENT:

The subject Zoning Code amendment is City-initiated.

BACKGROUND:

Periodic updates to the Zoning Code are a necessary component of proper city planning as cities update their zoning codes to meet state law, clarify code sections, align the Code to current practices and procedures, and modify procedures to increase efficiency in entitlement and permit reviews. Zoning Code amendments allow the City to effectively and accurately implement the Zoning Code and state law. The purpose of this Zoning Code amendment is to codify requirements currently located outside the Zoning Code, to clarify Zoning Code language where necessary, provide clarification based on past practice, and to conform to recent revisions and requirements of state law. The modifications

included in this Zoning Code Amendment are technical or "clean-up" revisions, based on established documents and practices, and are not intended to constitute changes in City policy.

The Zoning Code provides land use and development standards that regulate structures and uses throughout the City. Over the years, as staff applies the Zoning Code to individual projects, interpretations are made to account for instances of imprecise language that are documented in Zoning Administrator Determinations. These determinations allow for projects to proceed without having to wait on a zoning code clean-up but are merely a temporary fix since the intent is for the determinations to be codified. State regulations are also enacted outside of the Code, and staff have identified several state regulations that require additional updates to the Zoning Code.

Over time, the City has created several interpretations and procedural documents that exist outside of the Zoning Code. These documents include the Walls, Fences, and Landscaping Standards, Zoning Administrator Determinations (described below), and Urgency Ordinance 2021-21 which implemented the State's SB 9 regulations (Attachment 8). This code amendment would codify these documents. The code amendment also includes modifications to some sections of the Zoning Code to align with current State law and provides minor clarifications based on past practice.

Zoning Administrator Determinations are interpretations of the code that provide clarification and ensure consistent interpretation for sections of the Zoning Code that are ambiguous or for uses and developments that are not regulated in the Code. Many of these Zoning Administrator Determinations are used regularly by planning staff in day-to-day operations, for example determinations that establish placement requirements for HVAC units (air conditioners) or pool equipment. Although these Zoning Administrator Determinations function similarly to other regulating documents, such as the Zoning Code, keeping these procedures separate from the Zoning Code confuses and reduces the transparency of City requirements and regulations.

The proposed Zoning Code Amendment includes minor technical modifications within the following sections of Title 13 of the Costa Mesa Municipal Code:

- Chapter I, Section 13-6: Definitions
- Chapter III, Section 13-28: Types
- Chapter IV, Section 13-30: Purpose
- Chapter V, Section 13-32: Development Standards
- Chapter V, Section 13-35: Accessory Dwelling Units
- Chapter V, Section 13-36: Two-Unit Housing Development
- Chapter V, Section 13-41: Residential Common Interest Development Standards and Requirements
- Chapter V, Section 13-42.3: Development Standards and Requirements
- Chapter V, Section 13-74: Elevation and Screening Requirements
- Chapter V, Section 13-75: Fences and Walls
- Chapter VI, Section 13-89: Parking Required
- Chapter VIII, Section 13-111: Definitions
- Chapter IX, Section 13-142: Development Standards
- Chapter XII, Section 13-265.5: Parcel Maps for Urban Lot Splits

This Zoning Code amendment also includes updating the City of Costa Mesa Procedure for Determining Shared Parking Requirements table by adding 12 additional uses to the table and updating the hourly adjustments for all listed uses with the most current industry standard sources. The proposed updates to the City's shared parking requirements table do not change the methodology of how the table was developed, do not alter the procedure on how the table is used, and do not alter the City's codified parking ratios.

Previous Hearings

On June 23, 2025, the Planning Commission received a presentation and provided feedback on the proposed technical code clean-ups. Agenda details for the meeting are found in the following link: https://costamesa.legistar.com/LegislationDetail.aspx?ID=7443282&GUID=AE089610-AFA1-4E8F-AA29-232D3985B67B

On July 28, 2025, the Planning Commission reviewed the proposed Zoning Code amendments. The Planning Commission supported the ordinance with minor modifications and voted 6-0 to recommend that the City Council adopt the ordinance. Item 11, updating the Procedures for Determining Shared Parking Requirements, was not discussed but continued to the August 25, 2025, Planning Commission meeting. Agenda details for the meeting are found in the following link: https://costamesa.legistar.com/LegislationDetail.aspx?ID=7493951&GUID=CC465AE1-17DB-42DC-AFFE-DE83EDDAF04B

On August 25, 2025, the Planning Commission reviewed the proposed updates to the City's Procedures for Determining Shared Parking Requirements (Item 11). The Planning Commission supported the updates and voted 6-1 to recommend that the City Council adopt the updates. Agenda details for the meeting are found in the following link:

https://costamesa.legistar.com/LegislationDetail.aspx?ID=7523284&GUID=FF0780B3-2DE6-4E7A-8080-BD65D94B9465

ANALYSIS:

The following discussion outlines the proposed revisions to the Zoning Code. The comprehensive strikethrough version is included as Attachment 4.

Item 1: Fences and Walls

The City Council adopted standards for fences and walls in 1991 and approved revisions to these standards in 2001. While these standards, referred to as the Walls, Fences and Landscaping Standards (Attachment 6), were approved by City Council, they were never added to the Zoning Code, but referenced within the Zoning Code to a separate document. Planning Commission Recommends:

1. Incorporate the Walls, Fences, and Landscaping Standards into the code.
2. Provide clarity where the standards are ambiguous, like clarifying commercial fence standards.
3. Remove allowances for height increases for walls within front setbacks as part of a minor modification,
4. Modestly increase the height limit of walls near the front of a property to four feet.

These changes are proposed to consolidate City regulations, improve efficiency of application reviews, provide clarity on current standards, and create objective, rather than subjective, design standards, as required by State law.

Staff Alteration

At its July 28, 2025, hearing, the Planning Commission recommend that R-1 district be included in the fencing standards found in CMMC 13-75. The recommended action at the hearing was removing the phrase “except in the R-1 zone” from Section 13-75(a) of the proposed Fences and Walls ordinance. However, since that section has specific requirements unique to multi-family zones staff created a separate subsection for R-1 zones (13-75(b)) instead. This format implements Planning Commissions direction and appropriately preserves fencing standards for each zone type.

- The text of section 13-75(a)(1) and 13-75(a)(2), as provided at the July 28 Planning Commission meeting, to become Section 13-75(b)(1) and 13-75(b)(2), with the rest of the citations modified to account for the addition of a new Section 13-75(b).
- For clarity and brevity, staff also recommend modifying Section 13-75(f) to read “In non-residential zones” rather than “In commercial, industrial and institutional zones.”

Affected sections:
- 13-28: Types
- 13-75: Fences and Walls

Item 2: Group and Individual Counseling

Over the past couple of decades, the Zoning Administrator has made several written determinations related to group and individual counseling. Ultimately, these Zoning Administrator Determinations created the following requirements:

- Group counseling is substantially similar to the “Trade and Vocational Schools” use in terms of operating characteristics and parking demand.
- Individual counseling is substantially similar to the “General Office” use in terms of operating characteristics and parking demand.

These Zoning Administrator determinations established a parking rate of 10 spaces for every 1,000 square feet of gross floor area for group counseling and a parking rate of four spaces for every 1,000 square feet of gross floor area for individual counseling. It was also determined that the two types of counseling businesses would be permitted, conditionally permitted, or prohibited based on their corresponding related use that appears in the land use matrix. The proposed Zoning Code Amendment defines individual counseling to differentiate between group and individual counseling, adds individual counseling to the Citywide Land Use Matrix (Section 13-30), aligns with the requirements of the “General Office” use, and also codifies the previously established parking rate for individual and group counseling, separately. These changes are proposed to consolidate City regulations, improve application review times, and create objective, rather than subjective, development standards, as required by State law.

At July 28, 2025, Planning Commission hearing, the Planning Commission recommended implementing the Zoning Administrator's determination with a small modification. They recommended setting a parking rate of four parking spaces per 1,000 square feet of gross floor area for group counseling, rather than the 10 parking spaces per 1,000 square feet of gross floor area established by the Zoning Administrator Determination.

Table 1: Existing and Proposed Counseling Development Standards

Development Standard	Individual Counseling		Group Counseling	
	Existing	***Proposed***	***Existing***	***Proposed***
Land Use Category	General Office	General Office /Individual Counseling	Trade and Vocational School	Trade and Vocational School / Group Counseling
Code Required Parking Rate	4 spaces / 1,000 SF Gross Floor Area	4 spaces / 1,000 SF Gross Floor Area	10 spaces / 1,000 SF Gross Floor Area	4 spaces / 1,000 SF Gross Floor Area

Affected sections:

- Chapter I, Section 13-6: Definitions
- Chapter IV, Section 13-30: Purpose
- Chapter VI, Section 13-89: Parking Required

Item 3: Exposed Pipes and Conduits

In 2008, the Zoning Administrator issued a determination that new pipes, conduits, ducting, and other plumbing and mechanical elements should not be present on the exterior of buildings where visible from off-site, adjacent buildings, private yards, or common space. This policy was created to encourage building facades without pipes or other elements that may deteriorate over time and negatively impact the appearance of the building. This determination was implemented due to a common practice of installing new pipes for plumbing repairs or fire sprinklers, ductwork for HVAC systems, or other items on the exterior of a building's walls or roof rather than within the structure. The proposed Zoning Code Amendment codifies this Zoning Administrator Determination by prohibiting plumbing pipes, vents, ducting, fire sprinkler systems, and electrical conduits from being installed on exterior walls of a building. The code amendment provides an objective exception for existing pipes and conduits, which permits existing elements to be painted to match the wall or roof to satisfy the requirement. However, if the wall or roof on which the pipe or other element will be placed is structurally altered or demolished, then the work does not qualify for the objective exception, and the element must be placed within the interior of the building. These changes are proposed to consolidate City regulations, remove unnecessary financial burdens on property owners, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter V, Section 13-74: Elevation and Screening Requirements

Item 4: Antenna Screening

In 2015, the Zoning Administrator clarified Code related to the screening of antenna and their support structures. The Zoning Administrator acknowledged that, while the Zoning Code is clear that antennas themselves must be screened, it is unclear if their support structures and equipment need to be screened as well. While existing State and Federal laws related to antennas, including the Telecommunications Act of 1996 and AB 57 do not preclude cities from requiring screening, they do identify strict review timelines (also known as a "shot clock") and parameters under which a telecommunications facility application could be denied (i.e., screening requirements cannot be the sole basis to deny an application). The proposed Zoning Code Amendment clarifies that screening is required for ground-mounted antennas and any support structures and equipment. This change is proposed to consolidate City regulations, reduce the presence of unsightly uses within the City, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter IX, Section 13-142: Development Standards

Item 5: SB 9 Ordinance

California Senate Bill (SB) 9 took effect on January 1, 2022. SB 9 permits the subdivision of Single-Family Residentially zone parcels into no more than two parcels, and the construction of two units on each parcel. In response to this law, the City passed Urgency Ordinance No. 2021-21, which adopted the requirements outlined in SB 9. The updated regulations of Urgency Ordinance No. 2021-21 were not added to the Zoning Code. The proposed Zoning Code Amendment integrates the requirements outlined in Urgency Ordinance No. 2021-21 and provides three points of clarification, specifically related to driveways on subdivided parcels, the number of units permitted on properties under SB 9, and minimum parking requirements. These changes are proposed to align the City's Zoning Code with State law.

Affected sections:

- Chapter V, Section 13-36: Two-Unit Housing Development
- Chapter XII, Section 13-265.5: Parcel Maps for Urban Lot Splits
- Urgency Ordinance No. 2021-21

Item 6: Accessory Dwelling Units

The City's latest Accessory Dwelling Unit (ADU) ordinance update went into effect on May 1, 2025. Subsequent conversations with HCD required further minor amendments to the City's ADU requirements to meet State law. Staff met with HCD on May 14, 2025, to further discuss these changes, and HCD staff acknowledged that the ordinance substantially met state requirements, and the minor revisions suggested did not necessitate the need to issue a formal letter to the City. These amendments most notably include clarification that ADUs and JADUs (Junior Accessory Dwelling Units) do not trigger a requirement for fire sprinklers in the main residence and increased the objectivity of requirements regarding stairways leading to second story ADUs. These changes are proposed to align the City's Zoning Code with State law.

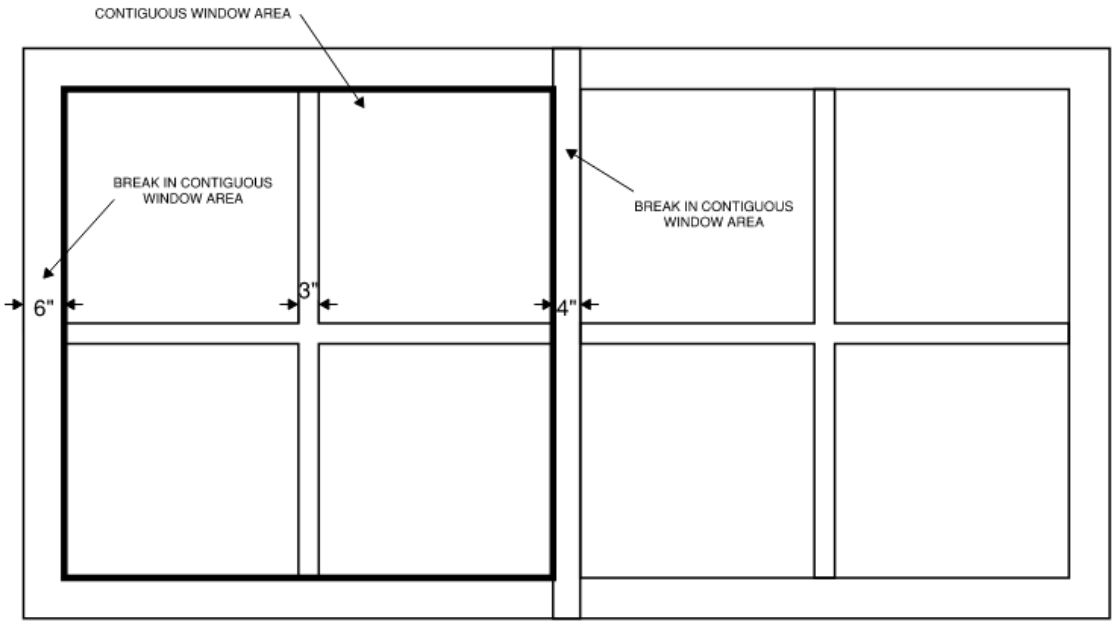
Affected sections:

- Chapter V, Section 13-35: Accessory Dwelling Units

Item 7: Contiguous Window Area

In 2008, the Zoning Administrator issued a determination clarifying the definition of "contiguous window area" within the Zoning Code to encourage individual windows to maintain their transparency. The code is seeking to limit cluttered window signage. Specifically, this code amendment helps provide clarity on calculating allowable sign coverage on windows. The proposed Zoning Code Amendment includes additional language to the existing definition of "contiguous window area" for improved clarity, along with the addition of a new diagram (see below) to serve as a visual aid. The proposed changes aim to objectively define the limits of "contiguous" and establish a maximum width for mullions and other elements to still be considered contiguous window area. These changes are proposed to consolidate City regulations, improve efficiency of application reviews, provide clarity on current standards, and create objective, rather than subjective, design standards, as required by State law.

Figure 1: Example of Contiguous Window Area



Affected sections:

- Chapter VIII, Section 13-111: Definitions

Item 8: Mechanical Rooms

In 2017, the Zoning Administrator made a determination that allows deduction of the square footage of electrical and mechanical rooms from the gross area calculation, specifically for the purpose of calculating parking requirements. The determination may reduce the parking requirements with the understanding that mechanical rooms cannot be used for any purpose other than to store mechanical equipment. The proposed Zoning Code Amendment deducts the square footage of mechanical and electrical equipment, along with the typically required clearance, from the gross floor area of a building. These changes are proposed to consolidate City regulations, improve efficiency of application reviews, incentivize the location of mechanical equipment indoors, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter VI, Section 13-89: Parking Required

Item 9: Screening of Ground-Mounted Equipment

The Zoning Code itself currently offers limited guidance on the placement of ground-mounted electrical and mechanical equipment. In 2017, a Zoning Administrator Determination established placement standards and recommended mitigation measures for ground-mounted mechanical equipment when distance requirements cannot be met in residential zones. The proposed Zoning Code Amendment incorporates the Zoning Administrator's determination into the Zoning Code, with adjustments to account for new State laws. This update would codify the placement and screening standards previously established and also modify the language to address setbacks related to mechanical equipment associated with Accessory Dwelling Units (ADUs) and SB 9 projects. These changes are proposed to consolidate City regulations, reduce the presence of unsightly development within the City, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter V, Section 13-74: Elevation and Screening Requirements

Item 10: Raised Decks

Currently, the Zoning Code is silent regarding raised decks in residential zones. According to the Zoning Code, structures under six and a half feet in height in the R1 zone, and 15 feet in multifamily zones, are permitted to have zero side and rear setbacks. The proposed Zoning Code Amendment would require that all raised decks with a finished floor height of more than 18 inches above finished grade comply with the main structure setbacks established in the applicable zone. This amendment will ensure that elevated decks are appropriately distanced from property lines, therefore reducing visibility into neighboring yards and preserving the privacy of neighboring properties. These changes are proposed to protect the privacy of residents and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter V, Section 13-32: Development Standards
- Chapter V, Section 13-41: Residential Common Interest Development Standards and Requirements
- Chapter V, Section 13-42.3: Development Standards and Requirements

Item 11: Shared Parking Requirements Table Update

The Zoning Code requires new developments, major remodels, and new tenants to provide a minimum number of parking spaces based on the property’s land use, as outlined in Table 13-89 for non-residential uses and Table 13-85 for residential. For mixed-use sites, parking is calculated using the City’s Shared Parking Table, which applies use-specific hourly demand factors to determine true peak demand for weekdays and weekends. The higher value becomes the code-required parking for the development.

The Shared Parking Table, adopted in 1985, has served the City for 40 years, but no longer reflects current land use patterns. Over time, retail, restaurant, and fitness uses have diversified, creating new operational and parking characteristics not represented in the original table. Without specific factors for these uses, staff must rely on conservative flat demand rates, leading to unnecessary parking requirements, deviation requests, or lost business opportunities.

The update follows the same methodology as the existing table but uses current industry data from the Urban Land Institute (Shared Parking, 3rd Ed.) and the Institute of Transportation Engineers (Parking Generation, 6th Ed.). We refined existing use categories, added new ones based on Costa Mesa's Land Use Matrix and common local business types, and verified results with case studies and field observations. Both case studies showed that the updated table more accurately predicted demand and revealed on-site parking surpluses.

The proposed amendment to the City's Shared Parking Requirements table adds new land uses, updates to the existing uses, and updates demand factors; all to improve the accuracy of parking demand calculations. The proposed update adds 12 additional uses to the table. Some broad categories from the 1980s table, like retail, office, and restaurant, are now broken into smaller, more specific subcategories. Retail and restaurant categories, for example, have diversified into specialized subcategories with distinct operating and parking characteristics. Similarly, new popular uses were not represented in the original model. These include uses that were not previously considered, such as physical fitness facilities, dance studios, and event centers; business types that are now common in many mixed-use developments. This change accounts for differences in operating hours and customer patterns within these groups, resulting in a more accurate and fairer estimate of parking needs.

To determine the effectiveness of the proposed updates, staff conducted two case studies and compared them to the current Shared Parking Requirements table. The results of the case studies are shown in Table 2. Case Study 1 is a large shopping center consisting of a supermarket and grocery store, restaurants, medical offices, smaller retail tenants, and physical fitness studios. Case Study 2 is a medium commercial center with smaller retail tenants, medical offices, and restaurants.

Table 2: Summary of Case Study Results

	Case Study 1	**Case Study 2**
Code Required Parking	1123 parking spaces	250 parking spaces
1980s Shared Parking Demand	1110 parking spaces	234 parking spaces
Proposed Shared Parking Demand	960 parking spaces	209 parking spaces
Parking Provided On-Site	1011 parking spaces	225 parking spaces
Parking Surplus with New Data	***51 parking spaces***	***16 parking spaces***

In both test cases, the new summary table more accurately reflected the parking demand onsite based on site observations throughout the year and specific site assessments during the development of this report. To determine the accuracy of the proposed updates, staff conducted site visits on the weekend and weekdays at the identified peak parking demand hours, which were noon and 1:00 p.m. for Case Study 1, and 6:00 p.m. and 1:00 p.m. for Case Study 2. In both case studies, Staff observed a parking surplus on-site at peak demand hours on both weekends and

weekdays. Furthermore, not only did the new demand data result in a lower parking demand than the data from the 1980s, but it also resulted in a parking surplus at the site, therefore increasing flexibility at the sites for future uses.

The benefits of this update are:

- *Maximized efficiency* – Aligns parking supply with actual demand, reducing overbuilt parking while accommodating peak use periods.
- *Optimized land use* – Frees property area for revenue-generating uses, public amenities, or landscaping.
- *Economic development* – Expands the variety of businesses that can operate without costly parking deviations, fostering a business-friendly environment.
- *Data-driven decisions* – Uses current, industry-standard data to provide predictable, transparent parking requirements for applicants and staff.
- *Cost savings* – Lowers maintenance and construction costs for parking infrastructure.
- *Support for mixed-use and adaptive reuse* – Facilitates redevelopment and revitalization of existing properties in line with General Plan goals.

The Code cites the City's Procedure for Determining Shared Parking Requirements as the resource for establishing parking requirements for mixed-use developments. The Code also allows for this procedure to be updated from time to time by resolution.

The City's Shared Parking Requirements table adds new land uses, updates to the existing uses, and updates demand factors; all to improve the accuracy of parking demand calculations. The goal of the Shared Parking Requirements table aims to present a realistic picture of true parking demand based on contemporary land use patterns.

ENVIRONMENTAL DETERMINATION:

The proposed amendments are exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule) in that there is no possibility that the minor technical updates to the City's Municipal Code provisions or shared parking requirements will have a significant impact on the environment.
Items 1 through 10 are incorporating documents, interpretations and state law that already exist and are being implemented therefore, there is no potential for these amendments to have any significant impact on the environment.

Amendment Item 11 has been reviewed under the California Environmental Quality Act (CEQA). Staff recommends a finding of exemption pursuant to Section 15061(b)(3), the "Common Sense Exemption," which applies when it can be seen with certainty that there is no possibility of significant environmental effects.

This update is amending the shared parking table that already exists in the City's Municipal Code and has long been used to calculate parking demand. The proposed amendment simply refines this tool by updating hourly demand distributions and expanding the list of uses to reflect current development patterns. These refinements improve the accuracy of parking calculations without altering the underlying methodology, land use entitlements, floor area limits, or codified parking ratios. Development capacity remains constrained by existing FAR standards and the Land Use Matrix, ensuring no increase in allowable intensity.

By providing more accurate estimates, the amendment reduces the risk of spillover parking, overbuilt lots, and associated traffic or greenhouse gas impacts. It may also lessen impervious surface, stormwater runoff, and heat island effects, while allowing greater flexibility for landscaping, pedestrian paths, and bicycle circulation. Case studies included in the analysis substantiate these benefits.

Accordingly, it can be seen with certainty there is no possibility of significant environmental effects, and the project is exempt under CEQA Section 15061(b)(3).

ALTERNATIVES:

1. **Approve with modifications.** The City Council may recommend approval with modifications, provided that the revisions are consistent with State law.

2. **Deny the amendments.** The City Council may choose not to adopt the proposed Zoning Code Amendments and updates to the Shared Parking Requirements, leaving all documents unchanged.

3. **Continue the item to a date certain.** The City Council may continue the item to a date certain with direction for staff to return with additional information, changes, and/or clarifications.

FISCAL REVIEW:

The adoption of the proposed amendments will help increase efficiency in the building permit process by making the City's code clearer and more predictable. This will allow for a more efficient plan check and permitting process, which may lead to faster permit issuance. Additionally, updates to the shared parking requirements table is not anticipated to have a significant increase to the City's revenue as a direct impact, however it may result in a more diverse collection of uses within sites with multiple uses, allow for more uses that are currently in demand, and therefore encourage the continual investment within Costa Mesa, which in turn will support our long-term fiscal sustainability goals.

LEGAL REVIEW:

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

PUBLIC NOTICE:

Pursuant to Government Code Section 65853, a public notice was published once in the Daily Pilot newspaper no less than 10 days prior to September 16, 2025, public hearing.

Any public comments received for the September 16, 2025, City Council meeting may be viewed at this link: CITY OF COSTA MESA - Calendar (legistar.com)

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Diversify, Stabilize, and Increase Housing to Reflect Community Needs
- Achieve long-term fiscal sustainability

CONCLUSION:

The proposed Zoning Code Amendment provides technical updates and clarifications that are consistent with the General Plan and State law. This is intended to improve the efficiency of the plan development review process and encourage high-quality development within the City of Costa Mesa while minimizing effects on neighboring properties.

ORDINANCE NO. 2025-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING CHAPTERS I, III, IV, V, VI, VII, IX X AND XI OF TITLE 13 (PLANNING ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE (PLANNING ZONING AND DEVELOPMENT) TO PROVIDE TECHNICAL UPDATES AND CLARIFICATIONS (CODE AMENDMENT PCTY-2025-0001)

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, the Zoning Code (Title 13 of Costa Mesa Municipal Code) sets the zoning and land use regulations for the City of Costa Mesa in general; and

WHEREAS, the purpose of this code amendment is to codify external documents, to clarify Zoning Code regulations where necessary, and to conform to recent revisions to and requirements of State law; and

WHEREAS, regular updates to the Zoning Code are needed to ensure consistency between various sections, provide clarifications, and reflect the latest State code regulations; and

WHEREAS, a duly noticed public hearing was held by the Planning Commission on July 28, 2025 with all persons having the opportunity to speak for and against the proposal; and

WHEREAS, the Planning Commission recommended that the City Council adopt this ordinance updating the Zoning Code as set forth herein on a 6-0 vote; and,

WHEREAS, the City Council held a public hearing on September 16th, 2025 with all persons having the opportunity to speak for and against the proposal.

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Zoning Code Amendment. Title 13, Chapter I, Section 13-6: Definitions, Chapter III, Section 13-28: Types, Chapter IV, Section 13-30: Purpose, Chapter V, Section 13-32: Development Standards, Chapter V, Section 13-35: Accessory Dwelling Units, Chapter V, Section 13-36: Two-Unit Housing Development, Chapter V, Section 13-41: Residential Common Interest Development Standards and Requirements, Chapter V, Section 13-42.3: Development Standards and Requirements, Chapter V, Section 13-74: Elevation and Screening Requirements , Chapter V, Section 13-75: Fences and Walls,

Chapter VI, Section 13-89: Parking Required, Chapter VIII, Section 13-111: Definitions, Chapter IX, Section 13-142: Development Standards, and Chapter XII, Section 13-265.5: Parcel Maps for Urban Lot Splits, of the Costa Mesa Municipal Code are hereby amended as set forth in Exhibit A, attached hereto.

Section 2. Compliance with CEQA. Pursuant to the California Environmental Quality Act (CEQA), this ordinance is exempt from the provisions of the CEQA under CEQA Guidelines Section 15061(b)(3) ("Common Sense Exemption") as it can be seen with certainty that these minor amendments to the Zoning Code will not have a significant effect on the environment.

Section 3. Inconsistencies. Any provision of this Ordinance which is inconsistent with state law shall be interpreted in a manner to be consistent with state law. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 5. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

Section 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

DRAFT

PASSED AND ADOPTED this ___day of _____, 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

DRAFT

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2025-xx was duly introduced for first reading at a regular meeting of the City Council held on the ____day of _____ 2024, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the ___ day of _____, 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 ___ day of _____, 2025.

_____
Brenda Green, City Clerk

DRAFT

Section 13-6 Definitions.

Abutting. Sharing a common boundary, of at least one point contiguous to, having district boundaries or lot lines in common (i.e., not separated by an alley, public or private right-of-way, or street).

Accessory building. A building or part of a building which is subordinate to, and the use of which is incidental to that of the main building or use on the same lot.

Accessory dwelling unit (ADU). See Chapter V, Article 2, section 13-35.

Accessory use. A use incidental and subordinate to and devoted exclusively to the main use of the land or building thereon that does not change the character of the structure or use.

Accessory use, residential. A use that is a part of, and clearly incidental and secondary to, a residence; located on the same lot as a residence; and that does not change the character of the residential use such as:

(a) Accessory dwelling unit (ADU)

(b) Home occupations

(c) Personal property sales (i.e., garage or yard sales).

Adjacent. Same as abutting, but also includes properties which are separated by a public right-of-way, not exceeding 120 feet in width.

Administrative adjustment. A discretionary entitlement, usually granted by the zoning administrator, which permits limited deviation from the strict application of the development standards contained in this Zoning Code, based on specified findings.

Adult business. See Chapter IX, Special Land Use Regulations, Article 1, Adult Businesses, for specific definitions and terms.

Alcoholism or drug abuse recovery or treatment facility. Adult alcoholism or drug abuse recovery or treatment facilities that are licensed pursuant to section 11834.01 of the California Health and Safety Code. Alcoholism or drug abuse recovery or treatment facilities are a subset of residential care facilities.

Alteration (structure). Any construction, addition or physical change in the internal arrangement of rooms or the supporting members of a structure, or change in the appearance of any structure, except paint.

Ambient noise level. The all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

Antenna. Any structure, including, but not limited to, a monopole, tower, parabolic and/or disk shaped device in single or multiple combinations of either solid or mesh construction, intended for the purpose of receiving or transmitting communication to or

from another antenna, device or orbiting satellite, as well as supporting equipment necessary to install or mount the antenna.

Antenna, amateur radio. An antenna array and its associated support structure, such as a mast or tower, that is used for the purpose of transmitting and receiving radio signals in conjunction with an amateur radio station licensed by the Federal Communications Commission.

Antenna, communication. All types of receiving and transmitting antennas, except satellite dish antennas and amateur radio antennas. Communication antenna includes, but is not limited to, cable television antennas, cellular radiotelephone cell antennas, FM digital communication antennas, microwave telephone communication antennas, and shortwave communication and other similar antennas.

Antenna height. The distance from the property's grade to the highest point of the antenna and its associated support structure when fully extended.

Antenna, satellite dish. An antenna intended for the purpose of receiving or transmitting communication to or from an orbiting satellite.

Antenna, whip. An antenna and its support structure consisting of a single, slender, rod-like element which is supported only at or near its base.

Apartment. A rental or lease dwelling having kitchen facilities in a structure designed or used to house at least one family, as the term "family" is defined in this Zoning Code.

Assembly use. A use conducted in a structure or portion of a structure for the purpose of a civic, education, political, religious, or social function or for the consumption or receipt of food and/or beverages. Assembly use includes, but is not limited to, churches and other places of religious assembly, mortuaries, primary and secondary schools, trade and vocational schools, colleges, amusement centers, billiards parlors, bowling centers, establishments where food or beverages are served, motion picture theaters, physical fitness facilities, skating rinks, and dance, martial arts, and music studios. Assembly use does not include sexually oriented businesses.

Association (homeowners'). The organization of persons who own a lot, parcel, area, airspace, or right of exclusive occupancy in a common interest development and who have interests in the control of common areas of such project.

Attached (structure). Any structure that has a wall or roof in common with another structure.

Attic. Any non-habitable area immediately below the roof and wholly or partly within the roof framing.

Awning. A roof-like cover that projects from the wall of a building for the purpose of shielding the sun or providing an architectural accent.

Basement. A space wholly or partially underground and having more than 1/2 of its height, measuring from floor to ceiling, below the average grade. If the finished floor level directly above the basement is more than four feet above grade at any point, the basement shall be considered a story.

Boardinghouse. A dwelling unit, other than a hotel, wherein rooms are rented under two or more separate written or oral rental agreements, leases or subleases or combination thereof, whether or not the owner, agent or rental manager resides within the dwelling unit. Boardinghouse, small means two or fewer rooms being rented to a maximum of three occupants per dwelling unit. Boardinghouse, large means three to six rooms being rented to a maximum of six occupants per dwelling unit. Boardinghouses renting two or fewer rooms and having more than three occupants, or renting more than six rooms and/or having more than six occupants, per dwelling unit are prohibited.

Building. Any structure having roof and walls and requiring permanent location on the ground, built and maintained for the support, shelter or enclosure of persons, animals, chattels or property of any kind.

Building height. The distance from the finished grade (as defined in this section) to the highest point on the roof, including roof-top mechanical equipment and screening.

Building, main. The building or buildings within which the principal use permitted on the lot is conducted.

Carport. A permanent, roofed structure, not completely enclosed which is used for vehicle parking.

Central administrative office. An establishment primarily engaged in management and general administrative functions performed centrally for other establishments of the same company.

Churches and other places of religious assembly. A type of assembly use which has the principal purpose of religious worship and for which the primary space is a sanctuary. Religious activities and services held in the sanctuary are conducted at scheduled times. The use may also include accessory facilities in the same or separate building that includes classrooms, assembly rooms, restrooms, kitchen, and a library. Other uses such as, but not limited to, day care facilities, nursery schools, schools, retail sales, and services to businesses, are not considered a primary function of churches and other places of religious assembly.

Cigar bar. See Smoking lounge.

City. City of Costa Mesa.

Common area. Those portions of a project area which are designed, intended or used in common and not under the exclusive control or possession of owners or occupants of individual units in planned development projects or common interest developments.

Common interest development. A development as defined in State Civil Code section 1350, containing two or more common interest units, as defined in Civil Code section 783; a community apartment project, as defined in State Business and Professional Code section 11004, containing two or more rights of exclusive occupancy; and a stock cooperative, as defined in Business and Professional Code section 11003.2, containing two or more rights of exclusive occupancy.

Conditional use permit. A discretionary approval usually granted by the planning

commission which allows a use or activity not allowed as a matter of right, based on specified findings.

Convenience stores, mini-markets. A retail store, generally less than 10,000 square feet in area, that sells a variety of convenience foods, beverages and non-food items. Fresh dairy products, produce and/or meat may be offered on a limited basis.

County. County of Orange.

Covered parking space. A garage, carport or parking space which is completely covered by a roof.

Density bonus. A minimum increase of 25% over the allowable residential dwelling unit density as specified by the zoning classification.

Development. The division of land into two or more lots; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill, or land disturbance; and any use or extension of the use of land.

Development review. The processing of a development plan when authority for approval is vested in the planning division.

Development services department means the Development Services Department of the City of Costa Mesa.

Development services director. The director of development services of the City of Costa Mesa, or his or her designee.

Disabled shall have the same meaning as handicapped.

Dormer. A vertical window in a projection built out from a sloping roof.

Driveway, common. A paved area for vehicle circulation and parking purposes which features joint use between two or more parties.

Driveway, individual. The paved area strictly leading to the garage/carport of a residence. This paved area serves vehicle parking purposes and does not extend beyond the garage/carport unless a curvilinear design is necessary for the turning radius.

Dwelling, single-family. "Dwelling, single-family" or "single-family dwelling" is a building of permanent character placed in a permanent location which is designed or used for residential occupancy by one family. A single mobile home on a foundation system on a single lot is a single-family dwelling. (See Manufactured housing).

Dwelling, multi-family. "Dwelling, multi-family" or "multi-family dwelling" is a building or buildings of permanent character placed on one lot which is designed or used for residential occupancy by two or more families.

Dwelling unit. One or more rooms in any building designed for occupancy by one family, and containing one kitchen unit, including manufactured housing. (See Manufactured housing).

Easement. A grant of one or more property rights by the owner for use by the public, a corporation or another person or entity.

Electronic cigarette. An electronic and/or battery-operated device used to provide an inhalable dose of nicotine by delivering a vaporized solution. The term includes any such device manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. The term does not include any medical inhaler prescribed by a licensed doctor.

Electronic game machine. Any electronic or mechanical device which upon insertion of a coin, slug, or token in any slot or receptacle attached to the device or connected therewith, operates, or which may be operated for use as a game, contest, or amusement through the exercise of skill or chance.

Emergency shelters. A facility that provides immediate and short-term housing for homeless persons that is limited to occupancy of six months or less. Supplemental services may include counseling and access to social programs. No individual or household may be denied to emergency shelter because of an inability to pay.

Entertainment (live). Any act, play, revue, pantomime scene, dance act, musical performance, or any combination thereof, performed by one or more persons whether or not they are compensated for the performance.

Establishment where food or beverages are served. Any commercial use that sells prepared food and/or beverages for consumption on site or off site, either solely or in conjunction with an ancillary or complementary use. Excluded from this definition are grocery stores, convenience stores, movie theaters, and other such uses, as determined by the development services director, where the sale of food or beverages is clearly incidental to the primary use. All establishments selling alcoholic beverages for consumption on-site are included within this definition

Fair housing laws. The Federal Fair Housing Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act, as each statute may be amended from time to time, and each statute's implementing regulations.

Family. One or more persons occupying one dwelling unit and living together as a single housekeeping unit.

Family day care home, large. A home which provides family day care to seven to 14 children as defined in section 1596.78 of the State Health and Safety Code.

Family day care home, small. A home which provides family day care to eight or fewer children as defined in section 1596.78 of the State Health and Safety Code.

Floor area ratio. The gross floor area of a building or project divided by the project lot area upon which it is located.

Garage. An accessory or attached enclosed building with doors, designed and/or used for vehicle parking.

Garage sale. An event for the purpose of selling or trading personal property. Garage

sale includes yard sale.

General plan. The City of Costa Mesa General Plan as adopted or amended from time to time by the city council.

Grade. The lowest point of the finished surface elevation of either the ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building.

Grade, finished. The surface of the ground at a stated location as it exists after completion of precise grading.

Grade, natural. The unaltered natural surface of the ground at a stated location.

Gross acreage. The total area within the lot lines of a lot of land before public streets, easements or other areas to be dedicated or reserved for public use are deducted from such lot, and not including adjacent lands already dedicated for such purposes.

Gross floor area. The area of all floors within the walls of a structure except elevator and other vertical shafts (including stairwells) and elevator equipment areas..

Gross leasable area. The total floor area designed for tenant occupancy and exclusive use, including both owned and leased areas.

Group home. A facility that is being used as a supportive living environment for persons who are considered handicapped under state or federal law. A group home operated by a single operator or service provider (whether licensed or unlicensed) constitutes a single facility, whether the facility occupies one or more dwelling units. Group homes shall not include the following: (1) residential care facilities; (2) any group home that operates as a single housekeeping unit.

Guestroom. A room occupied or intended, arranged, or designed for occupancy by one or more guests.

Handicapped. As more specifically defined under the fair housing laws, a person who has a physical or mental impairment that limits one or more major life activities, a person who is regarded as having that type of impairment, or a person who has a record of that type of impairment, not including current, illegal use of a controlled substance.

Hazardous materials. Any material of quantity, concentration, physical or chemical characteristics, that poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or environment; or any material requiring a Material Safety Data Sheet according to Title **8**, section 339 of the State Code of Regulation.

Height. See Building height and Antenna height.

Home occupation. Any business or commercial use conducted within a dwelling unit.

Hookah lounge. See Smoking lounge.

Hotel. Any building or combination of buildings generally three or more stories in height containing six or more guest rooms offering transient lodging accommodations to the general public and providing incidental guest services such as food and beverage service, recreation facilities, retail services and banquet, reception and meeting rooms. Typically, room access is provided through a main or central lobby.

Household includes all the people occupying a dwelling unit, and includes people who live in different units governed by the same operator.

Individual counseling. A single-operator business that provides individual and/or family counseling and occupies no more than 500 square feet of total square footage, including but not limited to an office suite and corresponding proportion of any common waiting areas. Any counseling use with a floor area of more than 500 square feet shall be considered a group counseling use.

Integral facilities. Any combination of two or more group homes which may or may not be located on the same or contiguous parcels of land, that are under the control and management of the same owner, operator, management company or licensee or any affiliate of any of them, and are integrated components of one operation shall be referred to as integral facilities and shall be considered one facility for purposes of applying federal, state and local laws to its operation. Examples of such integral facilities include, but are not limited to, the provision of housing in one facility and recovery programming, treatment, meals, or any other service or services to program participants in another facility or facilities or by assigning staff or a consultant or consultants to provide services to the same program participants in more than one licensed or unlicensed facility.

Integral uses. Any two or more residential care programs commonly administered by the same owner, operator, management company or licensee, or any affiliate of any of them, in a manner in which participants in two or more care programs participate simultaneously in any care or recovery activity or activities so commonly administered. Any such integral use shall be considered one use for purposes of applying federal, state and local laws to its operation.

Intersection. The general area where two or more roadways join or cross.

Kitchen. Any room, all or part of which is designed and/or used for storage, refrigeration, cooking and preparation of food.

Landscaping. Plant materials such as lawn, groundcover, trees and shrubs.

Loft. An intermediate floor placed within a room, where the clear height above and below the loft is not less than seven feet, and where the aggregate area of the loft does not exceed 1/3 of the area of the room in which it is located.

Lot.

(a) A parcel of real property when shown as a delineated parcel of land with a number or designation on a subdivision map or parcel map recorded in the office of the county recorder, and created in conformance with the Subdivision Map Act and

applicable local ordinances.

(b) A parcel of real property when shown on a record of survey map or deed filed in the office of the county recorder, when such map or deed was filed as the result of and was made a condition of a lot division approved under the authority of prior ordinances.

Lot area. The total land area of a project after all required dedications or reservations for public improvements, including, but not limited to, streets, parks, schools, and flood control channels. This phrase does not apply in the planned development zones where the phrase "site area," as defined in Chapter V, Development Standards, is used.

Lot, corner. A lot abutting on and at the intersection of two or more streets which intersect at an angle that is equal to or less than 135 degrees.

Lot, depth. The average of the horizontal distance between the front and the rear lot lines.

Lot, development. The master lot or project site upon which a development will be constructed.

Lot, individual dwelling unit. An individual building site or lot within a development intended for construction of a single attached or detached dwelling unit.

Lot, interior. A lot abutting only one street, or a lot abutting two streets which intersect at an angle greater than 135 degrees.

Lot, width. The horizontal distance between the side lot lines measured at right angles to the lot depth at the front building setback line.

Manufactured housing. Detached housing that is built to the National Manufactured Housing Construction and Safety Standards Act of 1974, including structures known as manufactured homes and mobile homes. For the purpose of this Zoning Code, a factory-built single-family structure that is manufactured under the authority of 42 U.S.C. section 5401, the National Manufactured Home Construction and Safety Standards Act, transportable in one or more sections, built on a permanent chassis and used as a place of human habitation, shall be considered a single-family home and shall be reviewed under the same standards as a sitebuilt structure.

Marijuana. Has the same definition as that set forth in California Health and Safety Code section 11018.

Marijuana cultivation and/or medical marijuana cultivation. The planting, growing, harvesting, drying or processing of marijuana plants or any part thereof for any purpose, including medical marijuana, and shall include both indoor and outdoor cultivation.

Master plan. The overall development plan for a parcel or parcels which is depicted in both a written and graphic format.

Master plan of highways. The graphic representation of the city's ultimate circulation system contained in the general plan. It illustrates the alignment of the major, primary, secondary and collector highways.

Median. A paved or planted area separating a parking area, street, or highway, into two or more lanes or directions of travel.

Medical marijuana. Marijuana used for medical purposes in accordance with California Health and Safety Code section 11362.5.

Medical marijuana dispensary. A facility or location where medical marijuana is cultivated or by any other means made available to and/or distributed by or to three or more of the following: a primary caregiver, a qualified patient, or a person with an identification card in strict accordance with State Health and Safety Code sections 11362.5 et seq., and 11362.7 et seq., which shall include, but not be limited to, any facility or location engaging in the retail sale, dispensation, or distribution of marijuana for medical purposes that does not have an active role in the cultivation of the marijuana product that it sells, dispenses, or distributes, or when its cultivation of the marijuana product is off-site from the facility or location for retail sale, dispensation, or distribution.

Minor conditional use permit. A discretionary approval granted by the zoning administrator which allows a use or activity not allowed as a matter of right, based on specified findings.

Minor modification. A discretionary entitlement granted by the planning division, which permits limited deviation from the strict application of the development standards contained in this Zoning Code, based on specified findings.

Mixed use development. The development of lot(s) or structure(s) with two or more different land uses such as, but not limited to a combination of residential, office, manufacturing, retail, public, or entertainment in a single or physically integrated group of structures.

Mobile home. See Manufactured housing.

Mobile home park. Any area or tract of land where two or more mobile home lots are rented or leased, held out for lease or rent, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate manufactured homes or mobile homes. A mobile home park also means a mobile home development constructed according to the requirements of Part 2.1 (commencing with section 18200) of Division 13 of the State Health and Safety Code, and intended for use and sale as a mobile home condominium or cooperative park, or as a mobile home planned unit development.

Motel. Any building or combination of buildings of one to three stories in height having six or more guest rooms with parking located convenient to the guest rooms and providing temporary lodging for automobile tourists and transient visitors. Typically, guest rooms have direct access to available parking without passing through a common lobby area. Motels also include auto courts, tourist courts, motor lodges, motor inns and motor hotels.

Municipal Code. City of Costa Mesa Municipal Code.

Open space. An area that is intended to provide light and air, and is designed for either environmental, scenic or recreational purposes. Open space may include, but is not

limited to, lawns, decorative planting, walkways, active and passive recreational areas, playgrounds, fountains, swimming pools, wooded areas; first floor decks; unenclosed patios with solid or lattice roofs; water courses; and surfaces covered by not more than five feet in depth by projections which are at least eight feet above grade.

Open space shall not include the following: driveways; parking lots; other surfaces designed or intended for vehicular travel; and upper floor decks, balconies or areas under projections which are less than eight feet above grade.

Open space, common. An area of land reserved primarily for the leisure and recreational use of all residents of a planned development or common interest development and owned in common by them, generally through a homeowners' association.

Open space, private. An area of land located adjacent to an individual dwelling unit, owned or leased and maintained by its residents, and reserved exclusively for their use.

Operator means a company, business or individual who provides residential services, i.e., the placement of individuals in a residence, setting of house rules, and governing behavior of the residents as residents. Operator does not include a property owner or property manager that exclusively handles real estate contracting, property management and leasing of the property and that does not otherwise meet the definition of operator.

Organizational documents. The declaration of restrictions, articles of incorporation, bylaws, and any contracts for the maintenance, management or operation of all or any part of a project.

Parcel. Same as Lot.

Parkway. The area of a public street that lies between the curb and the adjacent property line or physical boundary definition, which is used for landscaping and/or passive recreational purposes.

Paved area. Ground surface covered with cobblestone, clay-fired bricks, concrete precast paver units, poured concrete with or without decorative surface materials, or asphaltic or rubber mixture which may include sand, stone, or gravel as an ingredient to create a hard surface. A graded natural surface or one covered with rolled stone or overlaid with loose gravel is not considered paved area.

Peak hour. The hour during the AM peak period (typically 7:00 a.m.—9:00 a.m.) or the PM peak period (typically 3:00 p.m.—6:00 p.m.) in which the greatest number of vehicle trips are generated by a given land use or are traveling on a given roadway.

Permitted use. Any use allowed in a land use zoning district without requiring a discretionary approval, and subject to the provisions applicable to that district.

Planned development. A land area which is developed as an integrated unit under single ownership or control and having planned development zoning designation.

Planning application. A broad term for any development project or land use which requires the discretionary review and approval of either the planning division, zoning

administrator, planning commission, or city council. Planning applications include administrative adjustments, conditional use permits, development reviews, variances, etc.

Planning division. The planning division of the development services department of the City of Costa Mesa.

Project. See Development.

Property line. A line of record bounding a lot which divides one lot from another lot or from a public or private street or any other public space.

Property line, front. For interior lots, the narrowest property line of a lot abutting a public or private street. If two or more equal property lines are narrowest, the front shall be that property line across which the development takes its primary access (if the primary access is determined to be equal, there shall be two front property lines). However, for non-residentially zoned property, any property line abutting a public street designated as a secondary, primary or major street on the master plan of highways shall be deemed a front property line. A non-residentially zoned property shall have more than one front property line when it abuts more than one street designated as secondary, primary, or major on the master plan of highways.

For R-1 zoned property located on corner lots, the front property line may be the property line towards which the front of the dwelling unit is oriented.

Property line, rear. The property line opposite the front property line. A corner lot with more than one front property line shall have more than one rear property line. Irregularly shaped lots may also have more than one rear property line.

Property line, side. Any property line which is not a front or rear property line.

Property line, ultimate. The boundary of a lot after the dedication of land for use as public right(s)-of-way, whether dedicated in fee or by easement. A setback is measured from the ultimate property line.

Public area. Establishments where food or beverages are served. That portion of an establishment reserved for the exclusive use of the public for the receipt or consumption of food and/or beverages. For the purpose of this Zoning Code, public area shall not include restrooms, kitchens, hallways or other areas restricted to employees only.

Public hearing. A public proceeding conducted for the purpose of acquiring information or evidence which may be considered in evaluating a proposed action, and which affords to any affected person or persons the opportunity to present their views, opinions, and information on such proposed applications. "Mandatory hearings" are those required to be held by law, and "discretionary hearings" are those which may be held within the sole discretion of the hearing body.

Public right-of-way. A strip of land acquired by reservation, dedication, prescription or condemnation and intended to be occupied by a road, trail, water line, sanitary sewer and/or other public uses.

Recyclable materials. Reusable materials, including, but not limited to, metals, glass,

plastic and paper which are intended for reuse, remanufacture or reconstruction. Recyclable materials do not include refuse, hazardous materials or hazardous waste.

Recycling. The process by which waste products are reduced to raw materials and transformed into new products.

Recycling and collection facility. A building or enclosed space used for the collection and processing of recyclable materials for preparation for shipment, or to an end user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning or remanufacturing.

Referral facility. A residential care facility or a group home where one or more person's residency in the facility is pursuant to a court order or directive from an agency in the criminal justice system.

Residential care facility. A residential facility licensed by the state where care, services, or treatment is provided to persons living in a supportive community residential setting. Residential care facilities include, but may not be limited to, the following: intermediate care facilities for the developmentally disabled (Health & Safety Code §§ 1267.8, 1267.9); community care facilities (Health & Safety Code § 1500 et seq.); residential care facilities for the elderly (Health & Safety Code § 1569 et seq.); residential care facilities for the chronically ill (22 C.C.R. § 87801(a)(5); Health & Safety Code § 1568.02); alcoholism and drug abuse facilities (Health & Safety Code §§ 11834.02—11834.30); pediatric day health and respite care facilities (Health & Safety Code § 1760 et seq.); residential health care facilities, including congregate living health facilities (Health & Safety Code §§ 1265—1271.1, 1250(i), 1250(e), (h)); family care home, foster home, group home for the mentally disordered or otherwise handicapped persons or dependent and neglected children (Wel. & Inst. Code §§ 5115—5120).

Residential, multi-family. Apartments, common interest developments, townhouses and similar multiple-family residential developments, including detached single-family homes where there is more than one primary dwelling unit on a lot.

Residential, single-family. Detached single-family home where there is no more than one primary dwelling unit on a lot.

Room, bedroom. A fully-enclosed room designed or intended to be used for sleeping purposes within a residence that typically includes a closet and is separated from the other living spaces with a door.

Room, home office. A room designed and intended to be used for a household office or small business related activity within a residence. Within a single-family detached residence, this room is strictly not intended for sleeping purposes, and lacks direct access to a bathroom. The home office may also be referred to as a studio, den, study or library.

Senior congregate care facility. A structure(s) providing residence for 13 or more senior citizens with kitchen, dining, recreational, etc. facilities with separate bedrooms and/or living quarters.

Setback. The required distance that a building, structure, parking or other designated

item must be located from a property line or lot line. A setback is measured from the ultimate property line.

Single housekeeping unit. The occupants of a dwelling unit have established ties and familiarity with each other, including jointly use of and responsibility for common areas, and may include interaction with each other, shared meals, household activities, and expenses and responsibilities.; membership in the single housekeeping unit is fairly stable as opposed to transient, members have some control over who becomes a member of the household, and the residential activities of the household are conducted on a nonprofit basis. There is a rebuttable presumption that integral facilities do not constitute single housekeeping units. Additional indicia that a household is not operating as a single housekeeping unit include, but are not limited to: the occupants do not share a lease agreement or ownership of the property; members of the household have separate, private entrances from other members; members of the household have locks on their bedroom doors; members of the household have separate food storage facilities, such as separate refrigerators.

Single room occupancy residential hotel. A residential hotel, allowed in certain commercial zones, that contains units designed for long-term occupancy by a single person, although double occupancy may be permitted.

Slope. The degree of deviation of a surface from the horizontal plane, usually expressed in percent or degrees.

Small lot subdivision. A residential development containing a maximum of 15 detached or townhome style units with no common walls where each unit is independently constructed on an individual parcel and the land is subdivided into fee simple parcels containing each unit. Each individual lot is provided with either a direct access to public street/alley or an easement access through a recorded subdivision map.

Smoking lounge. Any facility or location whose business operation, whether as a primary use or an ancillary use, is characterized by the sale, offering, and/or preparation of smoking of tobacco, cigars, hookah, electronic cigarettes, or similar products, including but not limited to establishments known variously as hookah parlors, vaping lounges, or cigar bars.

Smoking/vaping retailer. A smoke shop, electronic cigarette retailer, vapor cigarette retailer, or any other retail business that sells tobacco, electronic cigarettes, and related products primarily for off-site consumption. Smoking/vaping retailers shall not include food or beverage service, outdoor seating, or an indoor seating area greater than 100 square feet in area.

Sober living home. A group home for persons who are recovering from a drug and/or alcohol addiction and who are considered handicapped under state or federal law. Sober living homes shall not include the following: (1) residential care facilities; (2) any sober living home that operates as a single housekeeping unit.

Specialty store. A retail store less than 3,000 square feet in area with hours of operation between 6:00 a.m. and 11:00 p.m. A specialty store offers a combination of foods and beverages for off-site use or consumption and provides for alcoholic beverage sales

that are incidental to the primary use. No more than 10% of the total merchandise area of the retail floor may be devoted to display or sale of alcoholic beverages and only non-refrigerated alcoholic beverages may be offered. A specialty store must comply with the operational standards of section 13-200.72.

Specific plan. A plan consisting of text, maps, and other documents and exhibits regulating development within a defined area of the city, consistent with the general plan and the provisions of State Government Code section 65450 et seq.

State. State of California.

Story. For purposes related to zoning regulations, a story is that portion of a building included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling next above it shall constitute a story. An attic shall not be considered a story. A basement or cellar shall not be considered a story, if the finished floor level directly above the basement or cellar is less than four feet above finish grade at all locations. Any uncovered deck or activity area above the first story shall be considered a story.

Street. A public or private thoroughfare that provides primary access to adjacent land and local traffic movements. Streets do not include driveways which only provide access to parking areas.

Structure. Anything, including a building, located on the ground in a permanent location or attached to something having a permanent location on the ground.

Supportive housing. Housing with no limit on length of stay, that is occupied by the target population, and that is linked to on site or off site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing that is provided in single-family dwelling, multi-family dwelling units, residential care facilities, or boarding house uses, shall be permitted, conditionally permitted or prohibited in the same manner as the other single-family dwelling, multi-family dwelling units, residential care facilities, or boarding house uses under this Code.

Tandem parking. An arrangement of parking spaces one behind the other in a row of maximum two cars including one in the garage space. Tandem garage parking is defined as the placement of standard parking spaces one behind the other within the enclosed area of a garage.

Townhouse. A single-family attached dwelling unit located on an individual dwelling unit lot, and is part of a row of units that contains three or more dwelling units.

Transitional housing. A development with buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Transitional housing that is provided in single-family dwelling, multi-family dwelling units, residential care facilities, or boarding house uses, shall be permitted, conditionally permitted or prohibited in the same manner as the other single-family dwelling, multi-

family dwelling units, residential care facilities, or boarding house uses under this Code.

Trip (vehicle). A one-way vehicular journey either to or from a site, or totally within the site i.e. internal trip. Each trip has two trip ends, one at the beginning and the other at the destination.

Trip rate (vehicular). The anticipated number of vehicle trips to be generated by a specific land use type or land use classification. The trip rate is expressed as a given number of vehicle trips for a given unit of development intensity (i.e., trip per unit, trip per 1,000 square feet, etc.).

Uncontrolled environment. A location where there is the exposure (to radiofrequency radiation) of individuals who have no knowledge or control of their exposure. The exposures may occur in living quarters or work places where there are no expectations that the exposure levels may exceed the exposure and induced current levels permitted for the general public.

Underroof. All of the area within the walls of the building that a roof covers. Areas under porches, roof overhangs, garage protrusions, breezeways and other similar architectural design features are not considered as underroof.

Unit. A particular building or structure, or portion thereof, that is designed, intended or used for exclusive occupancy, possession or control of individual owners or occupiers, whether or not they have interests in common areas of the project.

Use. The purpose (type and extent) for which land or a building is arranged, designed, or intended, or for which either land or a structure is occupied or maintained.

Warehouse, mini. A structure or group of structures for the dead storage of customer's goods and wares where individual stalls or lockers are rented out to different tenants for storage and where at least one of the stalls or lockers has less than 500 square feet of floor area.

Warehouse, public. A structure or group of structures for the dead storage of customer's goods and wares where individual stalls or lockers are rented out to different tenants for storage and where all the stalls or lockers have more than 500 square feet of floor area.

Vacancy rate (common lot development conversion). The ratio of vacant apartments being offered for rent or lease in the City of Costa Mesa, shown as a percentage of the total number of apartments in the city.

Vape lounge. See Smoking lounge.

Vape shop. See Smoking/vaping retailer.

Variance. A discretionary entitlement, usually granted by the planning commission, which permits departure from the strict application of the development standards contained in this Zoning Code, based on specified findings.

Yard. Any open space on a lot unoccupied and unobstructed from the ground upward, except an inside court.

Yard, front. The yard between the front line of a building and the front line of the lot upon which the building is located.

Yard, rear. The yard extending from the extreme rear line of the main building to the rear lot line on which the building is situated.

Yard, side. The yard extending from the front yard, or from the front lot line where no front yard is required, to the rear yard or rear lot line, between the side lot line and the nearest wall of the main building or any accessory structure attached thereto.

Zero lot line. The location of a structure on a lot in such a manner that one or more of the structure's sides rest directly on a lot line.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 4, 3-2-98; Ord. No. 00-5, § 1(a), 3-20-00; Ord. No. 01-16, § 1a., 6-18-01; Ord. No. 05-11, § 2a., 7-19-05; Ord. No. 06-18, § 1, 9-5-06; Ord. No. 09-3, §§ 1a., b., 5-19-09; Ord. No. 09-4, § 1a., 5-5-09; Ord. No. 10-13, § 1, 10-19-10; Ord. No. 10-14, § 1, 11-16-10; Ord. No. 11-10, § 1, 9-20-11; Ord. No. 13-1, § 2A., 3-19-13; Ord. No. 13-05, § 1, 12-3-13; Ord. No. 14-04, § 2A., 4-1-14; Ord. No. 14-13, § 1, 10-21-14; Ord. No. 15-10, § 2A, 9-15-15; Ord. No. 15-11, § 1, 11-17-15; Ord. No. 16-01, § 1, 1-19-16; Ord. No. 18-03, § 2, 1-16-18; Ord. No. 21-03, § 3, 3-2-21; Ord. No. 21-20, § 1, 12-7-21)

Section 13-28 Types

(a) Administrative adjustment. Any deviation from an adopted development standard in this Zoning Code that meets the criteria listed in Table 13-28(a).

TABLE 13-28(a)
ADMINISTRATIVE ADJUSTMENTS

Standard	Deviation Range
Decrease in required front yard depth; provided that in residential zones, the garage is set back a minimum of 19 feet from the front property line.	More than 20% but no more than 40%
Decrease in required rear yard depth.	More than 20% but no more than 40%
Decrease in required side yard width.	More than 20% but no more than 40%
Increase in maximum fence/wall height, except within setbacks adjacent to the public right-of-way.	More than 33 1/3 % but no more than 50%
Increase in depth of permitted projections into required yards.	More than 20% but no more than 40%
Deviation in sign area, height, setbacks, separation and other sign specifications	More than 10% but no more than 20%
Decrease in required distance between main structures	More than 20% but no more than 40%

TABLE 13-28(a) ADMINISTRATIVE ADJUSTMENTS	
Standard	**Deviation Range**
Decrease in required distance between accessory and main structures	More than 20% but no more than 40%

(b) Conditional use permit. Any use specified in this Zoning Code as requiring a conditional use permit.

(1) Common interest development conversion. For residential projects, a proposal to convert an occupied or previously occupied apartment complex to a residential common interest development project. To request a conversion for a newly constructed project, the apartment complex shall have received final building approval for occupancy. For non-residential projects, a proposal to convert an occupied or previously occupied non-residential complex to a non-residential common interest development. Non-residential includes industrial, commercial, office, and/or mixed-use project.

(c) Density bonus or incentive. Any request for incentives to produce lower income and senior housing per State Government Code section 65915.

(d) Design review. Any construction that results in three or more dwelling units on a development lot in any residential zone, except planned development, shall be subject to design review.

(e) Development review. The following shall be subject to development review:

(1) Two-story residential construction. In the R2-MD, R2-HD, and R3 zones, any two-story construction on a lot where there are two or fewer dwelling units or any second-story addition on a lot with more than two dwelling units that complies with any residential design guidelines adopted by city council.

(2) Construction of new buildings or additions to existing buildings in the AP, CL, C1, C2, C1-S, MG, or MP zones. However, building additions that do not exceed 2,000 square feet or 50% of the existing building area, whichever is less, and comply with all applicable development standards shall not be subject to development review; and,

(3) Any other use specified in this Zoning Code as requiring development review.

(f) Lot line adjustment. Any adjustment to an existing lot line between two lots, where the land taken from one lot is added to an abutting lot and/or where a greater number of lots than originally existed is not created. A lot line adjustment may be used to combine no more than four abutting lots.

(g) Master plan. Prior to development in the planned development (PD), town center (TC), shopping center (C1-S), mixed-use overlay (MU), and all types of institutional and recreational (I&R, I&R-S, and I&R-MLT) zoning districts, a master plan is

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required. Preliminary master plans are required in the TC and I&R-MLT zone, are optional in PD and MU zones, and are not required in C1-S, I&R-S, and I&R zones.

(1) Minor changes. Minor changes in the location, siting or character of buildings and structures may be authorized by the planning division if required by the final engineering or other circumstances not foreseen at the time the master plan was approved. No change authorized under this section may cause any of the following:
   a. A change in the use or character of the development;
   b. An increase in the overall density or floor area ratio of the development;
   c. An increase in overall coverage of structures;
   d. A reduction or change in character of approved open space;
   e. A reduction of required off-street parking;
   f. A detrimental alteration to the pedestrian, vehicular and bicycle circulation and utility networks;
   g. A reduction in required street pavement widths;
   h. An increase of more than six inches in building height; or
   i. A decrease in building setback greater than can be approved by a minor modification by the development services director.

(2) Major amendments. Substantial amendments to the master plan encompassing one or more of the minor changes listed in subparagraphs (1)a. through (1)i., or any proposed change determined by the development services director as a major amendment, shall be subject to review and approval by the zoning administrator. Furthermore, if the major amendment results in an overall building square footage that exceeds the maximum density or building square footage allowed by the approved master plan, the zoning administrator must find that the major amendment is consistent with the density, floor area ratio, and trip budget standards established by the general plan, as applicable.

(3) Minor amendments.
   a. Minor amendments to existing master plans in planned development zones are subject to section 13-56, master plan required.
   b. Minor amendments to existing master plans in the TC, C1-S, MU, I&R, I&R-S, and I&R-MLT zones may be approved by development review if the planning division finds that the proposed construction does not materially affect required open space, floor area ratio, and parking requirements specified in the approved master plan. Furthermore, if the minor amendment results in an overall building square footage that exceeds the maximum building square footage allowed by the approved master plan, the planning division must find that the minor amendment is consistent with the floor area ratio and trip budget standards established by the general plan, as applicable.

(4) Mixed-use development plan screening application. Applicants for residential or mixed-use development projects in a mixed-use overlay district shall submit a screening application for consideration by city council at a public meeting. No other concurrent application for development may be submitted for processing until city council comments have been received. The purpose of the screening application is to receive city council comments on the merits and appropriateness of the proposed development. No other action on the screening application will be taken by city council. The submittal requirements for the screening review are specified on the city's planning application form, and the city council's review comments on the proposed project for processing shall not set precedent for approval of the master plan.

(h) Minor conditional use permit. Any use or deviation from development standards specified in this Zoning Code as requiring a minor conditional use permit.

(i) Minor design review. The following shall be subject to minor design review:

(1) Two-story residential construction that does not comply with any residential design guidelines adopted by the city council in the following zones:

a. R1 zone. Any two-story construction or second-floor addition; and

b. R2-MD, R2-HD, and R3 zones. Any two-story construction on a lot that results in two or fewer dwelling units or any second-story addition on a lot with more than two dwelling units.

(2) Reserved for future use.

(3) Any deviation from development standards specified in this Zoning Code as requiring a minor design review.

(j) Minor modification. Any deviation from an adopted development standard in this Zoning Code that meets the criteria listed in Table 13-28(j)(1).

TABLE 13-28(j)(1)
MINOR MODIFICATION

Standard	Deviation Range
Decrease in required front yard depth; provided that in residential zones, the garage is set back a minimum of 19 feet from the front property line	20% or less
Decrease in required rear yard depth	20% or less
Decrease in required side yard width	20% or less
Increase in maximum fence/wall height, except within setbacks adjacent to the public right-of-way	33 1/3 % or less
Decrease in five-foot setback on street side for fences/walls in excess of 36 inches on corner lots in multi-family	100% or less

TABLE 13-28(j)(1) MINOR MODIFICATION	
Standard	**Deviation Range**
residential zones	
Increase in depth of permitted projections into required yards	20% or less
Decrease in minimum driveway width for two or more dwelling units	to not less than 10 feet
Deviation in sign area, height, setbacks, separation and other sign specifications	10% or less
Decrease in required distance between main structures	20% or less
Decrease in required distance between accessory and main structures	20% or less
Decrease in minimum width and length of garage dimensions	5% or less

(2) Minor building additions that encroach into required setbacks no further than the existing main structure, excluding architectural features. However, no nonconforming setback width or depth may be decreased further, and the building addition shall comply with all other applicable sections of this Zoning Code and other codes.

(3) Fabric awnings that project no more than five feet from the building face.

(4) Minimum length of no less than 18 feet for driveways as measured from the ultimate property line.

(5) Any deviation from development standards specified in this Zoning Code as requiring a minor modification.

(k) Mobile home park conversion. Any conversion of an existing mobile home park to any other use permitted or conditionally permitted in the applicable zoning district.

(l) Planned signing program. A voluntary, optional alternative to the general sign regulations, except in the C1-S zone where it is required.

(m)Reasonable accommodation. As defined in section 13-200.62

(n) (Reserved)

(o) Rezone. Any proposed change to the official zoning map.

(p) Special use permit. Refer to Chapter XV of the Zoning Code.

(q) Specific plan conformity review. Any proposed action or land use which is required by the applicable specific plan to be reviewed for conformity with the purpose and intent of the plan.

(r) Tentative tract or parcel map (including vesting). Any proposed subdivision of land which is required by a provision of the Subdivision Map Act or this Zoning Code to file a tentative tract or parcel map.

(s) Variance. Any deviation from a development standard in this Zoning Code that is not specified as a minor modification or administrative adjustment, or a deviation that is not allowed by approval of conditional use permit, minor conditional use permit, or specific plan conformity procedure.

(t) Landmarks and historic districts located within the city. A person may request placement of a significant historic structure on the local Register of Historic Places subject to the criteria and procedures established in Chapter IX, Article 14, Historic Preservation.

(u) Certificate of appropriateness. A certificate issued by the planning commission (or other commission/committee designated by the city council), approving plans, specifications, or statements of work for any proposed alteration, restoration, or rehabilitation, construction, relocation, or demolition, in whole or in part, of a "designated cultural resource" listed on the city's local Register of Historic Places.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 99-17, § 3, 11-15-99; Ord. No. 01-10, §§ 1a., 1b., 3-5-01; Ord. No. 01-16, § 1b., 6-18-01; Ord. No. 02-4, § 1m, 3-18-02; Ord. No. 03-4, § 1(a), 6-2-03; Ord. No. 03-8, §§ 1, 2, 9-2-03; Ord. No. 05-3, § 1b., 2-7-05; Ord. No. 05-2, § 1a.—c., 2-22-05; Ord. No. 06-9, § 1b., 4-18-06; Ord. No. 07-17, § 1a., b., 10-2-07; Ord. No. 11-10, § 1, 9-20-11; Ord. No. 16-09, § 3, 10-4-16; Ord. No. 21-20, § 1, 12-7-21)

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Section 13-30 Purpose.

The purpose of this chapter is to provide a comprehensive list of uses which are permitted, conditionally permitted, or prohibited in the various zoning districts, as represented by Table 13-30, Land Use Matrix. In evaluating a proposed use, the following criteria shall also be considered:

(a) Uses determined as permitted may be subject to a discretionary review when construction is proposed, pursuant to Chapter III, Planning Applications.

(b) Uses proposed in the planned development zones are subject to verification of consistency with the master plan adopted for planned development zones. A proposed use not expressly allowed by the adopted master plan may require additional discretionary review pursuant to Table 13-30, Land Use Matrix.

(c) All listed uses in the matrix are subject to verification of compliance with density and floor area ratio limits, parking requirements and performance standards which may, in certain cases, prevent the establishment of the use.

(d) Any proposed use not listed in the Land Use Matrix shall be reviewed by the development services director to determine its similarity to another listed use. If no substantial similarity exists, the proposed use shall require approval of a conditional use permit prior to establishment of the use.

(e) For the purpose of Table 13-30, Land Use Matrix, the various zoning districts are labeled as follows:

Residential zones: R1, R2-MD, R2-HD, and R3

Commercial zones: AP, CL, C1, C2, C1-S, and TC

Industrial zones: MG and MP

Planned Development Residential zones: PDR-LD, PDR-MD, PDR-HD, and PDR-NCM

Planned Development Commercial zone: PDC

Planned Development Industrial zone: PDI

The Parking zone: P

Institutional and Recreational zones: I & R, I & R-S, and I & R-MLT

(f) For zoning districts located in a specific plan area, please refer to the appropriate specific plan text to determine if any additional regulations related to land uses are applicable.

(g) For the mixed-use overlay district located in an urban plan area, please refer to the appropriate urban plan text for additional regulations related to development standards and allowable land uses as applicable.

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
RESIDENTIAL USES																						
1. Single-family dwellings (single housekeeping units)	P[4]	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	•	•	P	•
2. Multi-family dwellings	•	P	P	P	•	•	•	•	•	P	•	•	P	P	P	P	P	P	•	•	P	•
2.1 Common interest developments, residential	•	P	P	P	•	•	•	•	•	P	•	•	P	P	P	P	P	P	•	•	P	•
2.2 Small lot subdivisions, residential	•	P	P	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
3. Mobile home parks	•	C	C	C	•	•	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•
4. Boarding-house, small[7]	•	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	•	•	•	•
5. Boarding-house, large[7]	•	C	C	C	•	•	•	•	•	•	•	•	•	C	C	C	C	C	•	•	•	•
6. Residential care facility, six or fewer persons (State licensed)	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	P	•	P	•
7. Group homes, six or fewer	S	S[6]	S[6]	S[6]	•	•	•	•	•	•	•	•	S[6]	S[6]	S[6]	S[6]	S[6]	S[6]	P	•	P	•
7.1 Sober living homes, six or fewer	S[5]	S[6]	S[6]	S[6]	•	•	•	•	•	•	•	•	S[6]	S[6]	S[6]	S[6]	S[6]	S[6]	P	•	•	•
8. Residential care facility, seven or more	•	C[6]	C[6]	C[6]	•	•	•	•	•	•	•	•	•	C[6]	C[6]	C[6]	C[6]	C[6]	P	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
9. Group homes, seven or more	•	C[6]	C[6]	C[6]	•	•	•	•	•	•	•	•	•	C[6]	C[6]	C[6]	C[6]	C[6]	P	•	•	•
9.1 Sober living homes, seven or more	•	C[6]	C[6]	C[6]	•	•	•	•	•	•	•	•	•	C[6]	C[6]	C[6]	C[6]	C[6]	P	•	•	•
10. Referral facility (Subject to the requirements of section 13-32.2, referral facility).	•	C[2]	C[2]	C[2]	•	•	•	C[2]	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	•	•
11. Single room occupancy residential hotel (subject to City Council Policy 500-5)	•	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	•	•	•	•	•	•	•	•	•
ACCESSORY USES																						
12. Reserved for future use.																						
13. Animals, keeping of	SEE TITLE 3, ANIMALS AND FOWL																					
14. Antennas: Amateur radio, Satellite dish, Communication	SEE CHAPTER IX, ARTICLE 2, ANTENNAS																					
15. Reserved for future use																						
15.1 Incidental residential use that includes a toilet in combination with a bathtub or shower. This applies to an accessory use contained in a detached structure, or contained within the main structure with no interior connection between the main and incidental use. Land use restriction required.	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	•	•	•	•
16. Day care facilities (15 children or more) (see also Nursery schools)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	•
17. Family day care—Large (7 to 14 children) (subject to the requirements of section 13-37, large family day care homes)	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P	•	P[2]	•
18. Family day care—Small (up to 8 children)	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P[3]	P[3]	P	•	P[3]	•
19. Garage/yard sales—No more than 2 events permitted a year, not to exceed 3 consecutive days	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P[3]	P[3]	•	•	P[3]	•
20. Reserved for future use.																						
21. Home occupations (subject to the requirements of chapter IX, article 6, home occupations)	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P[2]	•	P[2]	•
22. Home occupations that generate traffic and do not involve more than 1 customer/ client at a time or more than 8 customers/clients per day (subject to the requirements of ch. IX, article 6, home occupations)	MC[2]	MC[2]	MC[2]	MC[2]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2,3]	MC[2,3]	MC[2,3]	•	MC[2,3]	•
22.1 Non-residential accessory uses in a residential development not otherwise specified in this table	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
22.2 Accessory dwelling unit (subject to the requirements of ch. V, section 13-35, accessory dwelling units)	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	P[2]	•
22.3 Junior accessory dwelling unit (subject to the requirements of ch. V, section 13-35, accessory dwelling units)	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	P[2]	•
22.4 Temporary real estate and construction offices (subject to the requirements of ch. IX, art. 10, temporary trailers)	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]
INSTITUTIONAL AND RECREATIONAL USES																						
23. Cemeteries	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•
24. Churches and other places of religious assembly (Subject to the requirements of article **4.5**, development standards for churches and other places of religious assembly)	C[2]	C[2]	C[2]	C[2]	C[2]	C[2]	P[2]	P[2]	C[2]	C[2]	P[2]	P[2]	C[2]	C[2]	C[2]	C[2]	C[2]	C[2]	P[2]	C[2]	C[2]	•
25. Civic and community clubs	C	C	C	C	C	C	P	P	P	P	C	C	C	C	C	C	C	C	C	•	P	•
26. Convalescent hospitals; nursing homes	•	C	C	C	C	C	C	C	•	•	•	•	•	•	•	•	•	•	P	•	•	•
27. Country clubs; golf courses	C	C	C	C	•	•	•	•	•	•	•	•	C	C	C	C	•	•	P	C	•	•

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TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RM LT[1]	P
28. Crematories (See also Mortuary services)	•	•	•	•	•	•	•	C	•	•	C	C	•	•	•	•	•	•	C	•	•	•
29. Fairgrounds; outdoor festival (permanent)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•
30. Hospitals, general	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	P	•
31. Libraries, privately-operated	C	C	C	C	•	•	C	C	C	C	C	C	C	C	C	C	C	C	P	C	•	•
31a. Marijuana and/or medical marijuana cultivation	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
31b. Cannabis and/or marijuana distributer	•	•	•	•	•	•	•	•	•	•	•	C[9]	•	•	•	•	•	C[9]	•	•	•	
31c. Cannabis and/or marijuana manufacturer or processor	•	•	•	•	•	•	•	•	•	•	•	C[9]	•	•	•	•	•	C[9]	•	•	•	
31d. Cannabis and/or marijuana retail sales storefront	•	•	•	•	•	C[9]	C[9]	C[9]	C[9]	C[9]	•	•	•	•	•	•	•	•	•	•	•	
31e. Cannabis and/or marijuana retail sales nonstorefront (deliveries)	•	•	•	•	•	C[9]	C[9]	C[9]	C[9]	C[9]	•	C[9]	•	•	•	•	•	C[9]	•	•	•	•
31f. Cannabis and/or marijuana research and development and/or testing laboratories	•	•	•	•	•	•	•	•	•	•	•	C[9]	•	•	•	•	•	C[9]	•	•	•	
32. Mortuary services without crematories	•	•	•	•	C	C	C	C	C	•	C	C	•	•	•	•	•	•	C	•	•	•
32a. Needle exchange program	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
33. Nursery schools—See also Day care facilities for 15 or more children	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	•
34. Parks and playgrounds	C	C	C	C	•	•	•	•	•	C	•	•	C	C	C	C	C	C	P	P	P	•
35. Public offices and facilities, such as city halls, court-houses, police/ fire stations, etc.	C	C	C	C	C	C	P	P	P	P	C	C	C	C	C	C	C	C	P	•	•	•
36. Schools: primary, secondary and colleges	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	•
37. Schools: trade and vocational; group counseling	•	•	•	•	•	MC	P	P	P	P	MC	MC	•	•	•	•	P	MC	P	P	•	•
38. Senior congregate care facility	•	C	C	C	C	C	C	C	C	C	•	•	•	C	C	C	C	•	C	•	•	•
39. Swap meets	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	C	•	•
39a. Emergency shelters	•	•	•	•	•	•	•	•	•	•	•	C[10]	•	•	•	•	•	P[10]	•	•	•	•
SPECIAL SEASONAL EVENTS																						
40. Reserved.																						
41. Christmas tree lots; pumpkin patches; fireworks stands; produce stands (subject to the requirements of title **9**, chapter II, regulation of certain businesses)	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•	P[2]	P[2]	P[2]	P[2]	•	•
COMMERCIAL AND INDUSTRIAL USES																						
42. Acupressure; massage (subject to the requirements of title **9**, chapter ii, article 22, Massage establishments and practitioners)	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	P[2]	•	•	•	•	•
43. Adult businesses (See Sexually-oriented businesses)																						
44. Aggregate batch plants; Rock or asphalt crushing; Sand blasting	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
45. Ambulance services	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	MC	•	•	•	•	MC	MC	•	•	•	•
46. Amusement centers (subject to the requirements of chapter IX, article 5, electronic game machines)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	•	•
47. Animal hospitals; veterinary services (kenneling only when incidental to principal hospital use)	•	•	•	•	•	C	C	P	P	C	C	C	•	•	•	•	P	•	•	•	•	•
48. Animal shelters, pounds, kennels, training schools	•	•	•	•	•	•	•	C	•	•	C	C	•	•	•	•	•	•	C	•	•	•
48a. Antique malls	•	•	•	•	•	•	P	P	P	•	MC	MC	•	•	•	•	P	MC	•	•	•	•
49. Artists, sculptors studios	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
50. Auction houses	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
51. Automobile (See Motor vehicle)																						
52. Banks; savings and loans; and other financial institutions	•	•	•	•	P	P	P	P	P	P	•	•	•	P	P	P	P	P	•	•	•	•
53. Bars; nightclubs (See Establishments where food or beverages are served)																						

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TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																				
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RM LT[1]	P
54. Barber and beauty shops with accessory uses such as permanent make up, facials, and accessory massage	•	•	•	•	•	P	P	P	P	P	•	•	•	P	P	P	P	P	•	•	•	•
55. Billiards parlors	•	•	•	•	•	•	C	C	C	C	C	C	•	C	C	C	C	C	•	•	•	•
56. Botanical gardens; Zoos	•	•	•	•	•	•	C	C	C	C	•	•	•	•	•	•	•	•	C	•	•	•
57. Bowling centers	•	•	•	•	•	•	C	C	C	C	•	•	•	•	•	C	C	•	•	•	•	•
58. Breweries; Distilleries	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•	•	•
59. Reserved																						
60. Building supplies; Hardware stores (retail)	•	•	•	•	•	•	P	P	P	•	•	•	•	P	P	P	P	•	•	•	•	•
61. Business services—See Offices																						
62. Car washes	•	•	•	•	•	•	C	C	C	C	C	C	•	C	C	C	C	C	•	•	•	•
63. Carts— Outdoor retail sales in conjunction with an established business	•	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	•	MC	MC	MC	MC	MC	MC	•	•	•
64. Catering	•	•	•	•	•	MC	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
65. Coffee roasting	•	•	•	•	•	•	•	•	•	•	MC	MC	•	•	•	•	•	•	•	•	•	•
66. Coffee roasting (in conjunction with establishments where food or beverages are served)	•	•	•	•	•	•	MC	MC	MC	MC	MC	MC	•	MC	MC	MC	MC	MC	•	•	•	•
67. Commercial art; Graphic design	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
68. Commercial testing laboratories	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
69. Computer and data processing	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
70. Contracting: general contractors; operative builders	•	•	•	•	•	C	C	P	C	•	P	P	•	•	•	•	•	P	•	•	•	•
71. Convenience stores; mini-markets (subject to the requirements of chapter IX, article 16, liquor stores, convenience stores, and mini-markets)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	•	C[2]	C[2]	C[2]	•	•	•	•	•
72. Department stores (retail)	•	•	•	•	•	•	P	P	P	P	•	•	•	•	•	•	P	•	•	•	•	•
73. Electronic game machines (four or more), incidental to the primary use, (subject to the requirements of chapter IX, article 5, electronic game machines)—Excluding amusement centers listed separately	•	•	•	•	•	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	•	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	•	•	•	•
74. Engineering; architectural; and surveying services—See Offices																						
75. Entertainment, live or public	•	•	•	•	•	SEE TITLE 9, ARTICLE 11, REGULATORY PERMITS FOR PUBLIC ENTERTAINMENT							•	SEE TITLE 9, ARTICLE 11, REGULATORY PERMITS FOR PUBLIC ENTERTAINMENT							•	•
76. Establishments where food or beverages are served	•	•	•	•	•	SEE CHAPTER V, ARTICLE 4, ESTABLISHMENTS WHERE FOOD OR BEVERAGES ARE SERVED							•	SEE CHAPTER V, ARTICLE 4, ESTABLISHMENTS WHERE FOOD OR BEVERAGES ARE SERVED						•	•	•	•
77. Exhibition of products produced on premises or available for wholesale distribution	•	•	•	•	•	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
78. Flower stands—See also Carts	•	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	•	MC	MC	MC	MC	MC	MC	•	•	•
79. Furniture repair and refinishing with incidental sales	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	•	P	•	•	•	•
80. Grocery stores—See also Supermarkets; excluding convenience stores; and liquor stores listed separately	•	•	•	•	•	•	P	P	P	P	•	•	•	MC	MC	MC	MC	•	•	•	•	•
81. Hazardous waste facilities, off-site (subject to chapter IX article 9, off-site hazardous waste facilities)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	C[2]	C[2]	•	•	•	•	C[2]	C[2]	C[2]	•	•	•
82. Heliports; Helistops	•	•	•	•	•	•	•	•	C	C	C	C	•	•	•	•	C	C	C	C	•	•
83. Hotels— Excluding motels listed separately	•	•	•	•	•	•	C	C	C	P	•	•	•	C	C	C	P	•	•	•	•	•
84. Landscape services (installation and maintenance)	•	•	•	•	•	MC	MC	P	P	•	P	P	•	•	•	•	•	P	•	•	•	•
85. Laundry, cleaning and garment services, including plants	•	•	•	•	•	P	P	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•
86. Leather tanning and finishing	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	C	•	•	•	•
87. Limousine services	•	•	•	•	•	C	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
88. Liquor stores (subject to the requirements of chapter IX, article 16, liquor stores, convenience stores, and mini-markets)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	•	•	•	C[2]	•	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
89. Lumber and building materials dealers, (wholesale)	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
90. Manufacturing: Light EXCEPT the following which are prohibited: • Manufacture of fertilizer • Manufacture of products involving the use of explosives • Manufacture of rubber (including tires), steel	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	•	•
91. Manufacturing of chemical products, paints, pharmaceuticals, and plastics	•	•	•	•	•	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	C[2]	•	•	•	•
92. Manufacturing of stone, clay, glass and concrete products EXCEPT the following which are prohibited: • Manufacture of flat glass • Manufacture of cement and structural clay products • Manufacture of concrete, gypsum and plaster products • Manufacture of abrasive and asbestos products • Manufacture of nonclay refractories and crucibles • Processing and preparation of clay, ceramic and refractory minerals	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	•	•
93. Manufac-turing or processing of foods and beverages EXCEPT the following which are prohibited: • Meat and poultry packing plants • Grain mills • Sugar refining • Fats and oils processing mills • Seafood canneries and packaging (See also Breweries; Distilleries; Coffee roasting)	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	•	•
94. Massage— See also Acupressure (subject to the requirements of title **9**, chapter II, article 22, massage establishments and practitioners)	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	P[2]	•	•	•	•	•
95. Medical laboratories	•	•	•	•	MC	MC	P	P	P	P	MC	MC	•	•	•	•	MC	MC	•	•	•	•
96. Metal fabrication, welding, foundry, die casting (subject to subsection 13-54(a), performance standards)	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	•	•	•	•	•
97. Motels— (Subject to requirements of chapter IX, article 8, motels) Excluding Hotels listed separately	•	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	•	•	•	•	•	•	•	•	•
98. Motion picture and television studios	•	•	•	•	C	C	C	C	•	•	P	P	•	•	•	•	P	P	•	•	•	•
99. Motion picture theaters and other theaters not within 200 feet of residential zones	•	•	•	•	•	•	P	P	P	P	•	•	•	•	•	•	P	•	•	•	•	•
100. Motion picture theaters and other theaters within 200 feet of residential zones	•	•	•	•	•	•	C	C	C	C	•	•	•	•	•	•	C	•	•	•	•	•
101. Motor oil, used—Collection facility (subject to the requirements of chapter IX, article 9, off-site hazardous waste facilities)	•	•	•	•	•	•	P[2]	P[2]	P[2]	•	P[2]	P[2]	•	•	•	•	P[2]	P[2]	P[2]	P[2]	•	•
102. Motor vehicle, boat, and motorcycle retail sales, leasing, rentals and service with two or more outdoor display parking spaces	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
103. Motor vehicle, boat, and motorcycle retail sales, leasing, and rentals with one or less outdoor display parking space and no service (subject to verification of parking availability)	•	•	•	•	•	•	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
104. Motor vehicle service stations	•	•	•	•	•	•	C	C	C	•	•	•	•	•	•	•	C	•	•	•	•	•
105. Motor vehicle service stations with concurrent sale of alcoholic beverages (subject to requirements of chapter IX, article 3, concurrent sale of alcoholic beverages and motor vehicle fuel)	•	•	•	•	•	•	C[2]	C[2]	C[2]	•	•	•	•	•	•	•	C[2]	•	•	•	•	•

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TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																				
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RM LT[1]	P
106. Motor vehicle; boat; and motorcycle repair services (including body and paint work), not within 200 feet of residential zone (subject to subsection 13-54(b))	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
107. Motor vehicle; boat; and motorcycle repair services (including body and paint work), within 200 feet of residential zone (subject to subsection 13-54(b))	•	•	•	•	•	•	C	C	C	•	C	C	•	•	•	•	C	C	•	•	•	•
108. Nurseries (retail with no bulk fertilizer)	•	•	•	•	•	C	C	P	P	•	C	C	•	•	•	•	•	•	•	•	•	•
109. Offices: central administrative	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
110. Offices: engineering; architectural; and surveying services; management; consulting and public relations	•	•	•	•	P	P	P	P	P	P	P	P	•	MC	MC	MC	P	P	•	•	•	•
111. Offices: general; individual counseling	•	•	•	•	P	P	P	P	P	P	MC	MC	•	MC	MC	MC	P	P	•	•	•	•
112. Reserved																						
113. Offices: medical and dental	•	•	•	•	P	P	P	P	P	P	•	•	•	MC	MC	MC	P	MC	MC	•	•	•
114. Offices: services to businesses such as bookkeeping and data processing	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
115. Off-street parking lots and structures including related maintenance buildings	•	•	•	•	C	C	C	C	C	P	C	C	•	•	•	C	C	C	C	C	•	P
116. Off-street parking lots and structures, incidental uses within	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	MC	•	•	•	MC	MC	MC	MC	MC	•	MC
117. Oil fields; oil wells (see chapter XIV, oil drilling)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
118. Pawn shops	•	•	•	•	•	C	C	C	C	•	•	•	•	•	•	•	•	•	•	•	•	•
119. Photocopying; blueprinting and related services	•	•	•	•	•	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
120. Photofinishing laboratories	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
121. Photofinishing stores	•	•	•	•	•	P	P	P	P	P	•	•	•	•	•	•	P	P	•	•	•	•
122. Photography: Commercial	•	•	•	•	P	P	P	P	P	P	MC	MC	•	•	•	•	P	MC	•	•	•	•
123. Photography: portrait studio	•	•	•	•	P	P	P	P	P	P	•	•	•	•	•	•	P	MC	•	•	•	•
124. Physical fitness facilities	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
125. Printing and publishing	•	•	•	•	•	•	MC	P	MC	MC	P	P	•	•	•	•	P	P	•	•	•	•
126. Recording studios	•	•	•	•	•	•	MC	MC	MC	•	MC	MC	•	•	•	•	MC	MC	•	•	•	•
127. Recycling and collection facilities for nonhazardous materials	•	•	•	•	•	MC	MC	MC	MC	•	MC	MC	•	•	•	•	MC	MC	MC	MC	•	•
128 Research and development laboratories— Other than cannabis and/or marijuana testing laboratories	•	•	•	•	C	C	C	P	C	C	P	P	•	•	•	•	•	P	•	•	•	
129. Restaurants—See Establishments where food or beverages are served																						
130. Retail: general— Excluding antique malls, pawn shops, supermarkets, grocery stores, convenience stores; and liquor stores listed separately	•	•	•	•	•	P	P	P	P	P	•	•	•	P	P	P	P	P	•	•	•	•
131. Retail, incidental sales to the main use (subject to the requirements of section 13-54(a), incidental retail sales)	•	•	•	•	P	P	P	P	P	P	P[2]	P[2]	•	P	P	P	P	P[2]	•	•	•	•
132. Retail: nonstore	•	•	•	•	P	P	P	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•
133. Rifle, pistol, and firing ranges	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	C	•	•	•
134. Sexually-oriented businesses (subject to the requirements of title **9**, chapter IV and title **13**, chapter IX, sexually-oriented businesses)	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	•	P[2]	•	•	•	•	•
135. Skating rinks	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	C	C	C	C	C	•	•
135a. Smoking lounge (subject to chapter IX, article 19, smoking and vaping uses)	•	•	•	•	•	•	•	•	C[2]	•	•	P[2]	•	•	•	•	C[2]	•	•	•	•	•
135b. Smoking/ vaping retailer (subject to chapter IX, article 19, smoking and vaping uses)	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•
136. Storage of chemicals and allied products (except as incidental use)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RM LT[1]	P
137. Storage of explosives	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
138. Storage of fertilizer	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•	•	•
139. Storage of motor vehicles— Outdoor (not including impound yard)	•	•	•	•	•	•	C	C	C	•	MC	MC	•	•	•	•	C	MC	•	•	•	•
139a. Storage of motor vehicles— Indoor only (not including impound yard)	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
140. Storage of petroleum and coal products	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
141. Storage of rock, sand, crushed aggregate and gravel	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•	•	•
143. Supermarkets— See also Grocery stores	•	•	•	•	•	•	P	P	P	P	•	•	•	MC	MC	MC	MC	•	•	•	•	•
143a. Specialty stores	•	•	•	•	•	•	P	P	P	P	•	•	•	•	MC	MC	MC	•	•	•	•	•
144. Tattoo parlors	•	•	•	•	•	•	C	C	C	•	•	•	•	•	•	•	C	•	•	•	•	•
145. Tire sales and installation not within 200 feet of residential zone	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
146. Tire sales and installation within 200 feet of residential zone	•	•	•	•	•	•	MC	MC	MC	•	MC	MC	•	•	•	•	MC	MC	•	•	•	•
147. Tow companies with or without impound yard	•	•	•	•	•	•	C	C	C	•	MC	MC	•	•	•	•	•	MC	•	•	•	•
148. Transfer station for refuse, sewage treatment	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	C	C	•	•	•
149. Trucking: local and long distance	•	•	•	•	•	•	•	C	•	•	P	P	•	•	•	•	•	C	•	•	•	•
150. Warehouses, mini (subject to the requirements of chapter IX, article 7, mini-warehouses)	•	•	•	•	•	•	C[2]	C[2]	C[2]	•	MC[2]	MC[2]	•	•	•	•	•	MC[2]	•	•	•	•
151. Warehouses, public	•	•	•	•	•	•	C	C	C	•	P	P	•	•	•	•	•	P	•	•	•	•
152. Warehousing of durable and nondurable goods except livestock and poultry—See also Storage	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
153. Wholesale trade of motor vehicles, boats and motorcycles with outdoor storage of vehicles	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
154. Wholesale trade of motor vehicles, boats and motorcycles without outdoor storage of vehicles	•	•	•	•	•	MC	MC	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•
155. Wholesale trade of durable, nondurable goods, except livestock, poultry and perishable goods	•	•	•	•	•	MC	MC	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•

Notes:

1	Uses proposed in this zone are subject to verification of consistency with the adopted master plan. Uses not specified in the master plan, could be allowed, subject to the review process indicated in this matrix, if the proposed use is determined to be compatible with the adopted master plan. Residential uses shall not be permitted on any site or parcel of land on which residential uses are expressly prohibited by the general plan.
2	This use is subject to the requirements of the referenced Municipal Code article or section.
3	If residential uses exist, accessory uses shall be permitted.
4	For the purposes of this table, the symbols in the non-shaded areas shall have the following meaning: C—Conditional Use Permit; MC—Minor Conditional Use Permit; P—Permitted; •—Prohibited; and S—Special Use Permit.
5	Six hundred fifty foot separation required between sober living homes, or from state licensed alcohol or drug abuse recovery or treatment facilities. CMMC 13-311(a)(10)(i).
6	Subject to the separation requirement set forth in sections 13-322(a)(3) and 13-323(b).
7	Small boardinghouses shall locate at least 650 feet from any other small boardinghouse. Large boardinghouses shall be located at least 1,000 feet away from any other boardinghouse.
8	Uses prohibited in the base zoning district of a mixed-use overlay zone shall also be prohibited in the overlay zone.
9	Prohibited at the SoCo property, 3303 through 3323 Hyland Ave.
10	Emergency shelters located on sites owned, controlled, and/or operated by the city in the MP and/or the PDI zone are a permitted use, not subject to a master plan requirement and the standards in section 13-200.79(1), (2), (4), (8), (10) and (13) do not apply to such uses.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-4, § 2, 2-2-98; Ord. No. 98-5, § 8, 3-2-98; Ord. No. 00-5, § 1(b), 3-20-00; Ord. No. 01-1, § 1, 1-15-01; Ord. No. 01-30, § 1a(Att. A), 1-7-02; Ord. No. 02-4, § 1b(Att. A), 3-18-02; Ord. No. 02-12, § 1c, 6-17-02; Ord. No. 05-2, § 1f.(Att. A), 2-22-05; Ord. No. 05-11, § 2b., 7-19-05; Ord. No. 06-2, § 1a., 2-7-06; Ord. No. 06-9, § 1d., 4-18-06; Ord. No. 06-18, § 1b., 9-5-06; Ord. No. 07-2, § 1d., 2-6-07; Ord. No. 11-10, § 1, 9-20-11; Ord. No. 13-1, § 2B., 3-19-13; Ord. No. 14-04, § 2B., 4-1-14; Ord. No. 14-13, 10-21-14; Ord. No. 15-06, §§ 1—3, 7-7-15; Ord. No. 15-10, § 2B, 9-15-15; Ord. No. 15-11, §§ 3—5, 11-17-15; Ord. No. 16-01, § 4, 1-19-16; Ord. No. 16-09, §§ 4, 5(Exh. A), 10-4-16; Ord. No. 16-13, § 2, 11-15-16; Ord. No. 16-15, § 5, 11-8-16; Ord. No. 18-03, § 3, 1-16-18; Ord. No. 18-04, § 3, 4-3-18; Ord. No. 19-13, § 3, 9-3-19; Ord. No. 19-15, § 1, 9-17-19; Ord. No. 21-03, § 4, 3-2-21; Ord. No. 21-08, § 1, 6-15-21; Ord. No. 21-20, § 1, 12-7-21)

Section 13-32 Development standards.

Table 13-32 identifies development standards in the residential zones, with the exception of development standards for common interest developments (see Article 2, common interest developments. See also Article 9, general site improvement standards of this chapter for additional requirements for all the residential zones.

TABLE 13-32
RESIDENTIAL DEVELOPMENT STANDARDS

STANDARDS	R1	R2-MD	R2-HD	R3
Minimum Lot Area	6,000 square feet	12,000 square feet	12,000 square feet	12,000 square feet
Minimum Lot Area for newly subdivided lots	6,000 square feet	12,000 square feet	12,000 square feet	12,000 square feet
Minimum Lot Width for newly subdivided lots	Interior lot: 50 feet Corner lot: 60 feet Note: All newly subdivided lots shall have frontage on a dedicated street equal to, or in excess of, the required minimum lot width. An exception to this requirement is when the existing R-1 lot (that is proposed to be subdivided) has an average depth that equals to or exceeds 200 feet		Interior lot: 100 feet Corner lot: 100 feet Note: All newly subdivided lots shall have frontage on a dedicated street equal to, or in excess of, the required minimum lot width; with the exception of common interest developments.	
Maximum Number of Stories & Building Height	2 stories/27 feet for residential land uses. The maximum number of stories and building height for nonresidential land uses shall be determined in conjunction with the conditional use permit review process. Note: Lofts, as defined in section 13-6, without exterior access and having only clerestory windows will not be regarded as a story. See also Attic discussion below.			
Attics	Attics shall not be heated or cooled, nor contain any electrical outlets, or operable windows. Attics above second stories shall be an integral part of the second story roofline and not appear as a third story on any building elevation. Windows in any attic space above the second story shall be incidental and limited to a dormer style.			
Maximum Density (Based on gross acreage.)	1 dwelling unit per 6,000 square feet (Note: Only 1 dwelling unit is permitted per lot.)	1 dwelling unit per 3,630 square feet 1 unit per 3,000 square feet for legal lots existing as of March 16, 1992, that are less than 7,260 square feet in area but not less than 6,000 square feet in area.	1 dwelling unit per 3,000 square feet	1 dwelling unit per 2,178 square feet
Minimum Open Space	40% of total lot area		40% of total lot area.	
Distance Between Buildings	10-foot minimum between main buildings 6-foot minimum between main buildings and accessory structures			
Driveway width	For all individual driveways: Ten-foot minimum width For lots less than 50 feet wide: 26-foot maximum width [1] For lots greater than 50 feet wide: Driveway width shall be a maximum of 50 percent of the lot width, or a maximum 36-foot width, whichever is less. [1]		Same as R1, except 16-foot minimum driveway is required if the driveway serves tenants and/or guest parking for more than one dwelling unit	
Driveway length	Straight-in driveways to garages shall have a minimum length of 19 feet from the ultimate property line.			
Storage	Not applicable.		Each unit shall be provided with 200 cubic feet of securable	

TABLE 13-32 RESIDENTIAL DEVELOPMENT STANDARDS				
STANDARDS	**R1**	**R2-MD**	**R2-HD**	**R3**
			storage exterior to the unit. If this storage is provided within the garage or carport it shall be located so as not to obstruct the required clear dimensions of the covered parking space (per the City of Costa Mesa Parking Design Standards) at any point less than 4 feet above the finished surface level of the parking stall.	
Mechanical equipment, excluding antennas and flush-mounted solar panels on roofs	Roof-top location is prohibited on single-family dwelling units. All other locations: Screening required from public rights-of-way and adjacent properties. Antennas are subject to Chapter IX, Article 2, antennas.			
SETBACKS FOR MAIN BUILDINGS AND ACCESSORY BUILDINGS AND STRUCTURES (Minimum distances given, unless otherwise noted. All setbacks from streets are measured from the ultimate property line shown on the master plan of highways).				
Front	20 feet	20 feet	20 feet	20 feet
Side	Interior property line: 5 feet. Note: Accessory structures that do not exceed 6½ feet in height in the R1 zone or 15 feet in height in the other residential zones may have a zero side setback. Property line abutting a public street: 10 feet. Note: Driveways providing straight-in access from a public street to a garage shall be at least 19 feet long, as measured from the property line. Property line abutting an alley: 5 feet			
Rear (not abutting a publicly dedicated alley)	20 feet for 2 story structures. 10 feet for 1 story structures (15 foot maximum height) provided that maximum rear yard coverage is not exceeded. Note: Accessory structures that do not exceed 6½ feet in height in the R1 zone or 15 feet in height in the R2 zones may have a zero rear yard setback, except on corner lots in the R2 zones. Corner lots in the R2-MD, R2-HD & R3 zones: a. Where the rear property line of a corner lot adjoins the side property line of another lot, no detached accessory structure shall be allowed on the corner lot, except within the rear quarter of the corner lot farthest from the side street. b. Where the rear property line of a corner lot abuts a public or private street, accessory structures shall maintain setbacks for main structures.		15 feet for 2 story structures. 10 feet for 1 story structures (15-foot maximum height). Note: Accessory structures that do not exceed 15 feet in height may have a zero rear yard setback, except on corner lots (see R2-MD and R2-HD column for setbacks for corner lots).	
Rear yard coverage (maximum)	Rear (not abutting a publicly dedicated alley, street, or park): Main Buildings: 25% of rear yard area.* Accessory Buildings: 50% of rear yard area.* * Rear yard area equals lot width, measured from side property line to side property line, multiplied by 20 feet. Rear abutting a publicly dedicated alley, street, or park: Not applicable		Not applicable	
Rear abutting a publicly dedicated alley, street, or park	5 feet; however, garages may be required to setback further to ensure adequate back up distance. Rear Yard Coverage does not apply. Note: Accessory structures that do not exceed 6½ feet in height in the R1 zone or 15 feet in height in the other residential zones may have a zero rear yard setback, except on corner lots in the R2 and R3 zones where accessory structures shall maintain			

TABLE 13-32 RESIDENTIAL DEVELOPMENT STANDARDS				
STANDARDS	**R1**	**R2-MD**	**R2-HD**	**R3**
	setbacks for main structures.			
Bluff top setback	No building or structure closer than 10 feet from bluff crest (see section 13-34 BLUFF-TOP DEVELOPMENT).			
PROJECTIONS (Maximum depth of projections given)				
Roof or eaves overhang; awning	2 feet 6 inches into required side setback or building separation area. 5 feet into required front or rear setback.			
Open, unenclosed stairways.	2 feet 6 inches into required setback or building separation area.			
Chimneys	2 feet above maximum building height.			
Fireplaces	2 feet into required setback or building separation area.			
PARKING STANDARDS (See Chapter VI).				
LANDSCAPING (See also Chapter VII).				
Landscaping Required.	All unpaved areas visible from the public right-of-way shall be landscaped and the landscaping shall be maintained in a healthy condition, free of dying, dead, diseased, decayed, discarded, and/or overgrown vegetation.		See Chapter VII, LANDSCAPING.	
SIGNS (See Chapter VIII).				
POOLS AND SPAS				
Above-ground pools and spas shall not be located in the required front yard setback from a public street and are subject to 5-foot side and 10-foot rear yard setbacks for main structures. Additional setbacks may be applicable pursuant to building code requirements.				
RAISED DECKS				
Any raised deck with a finished floor height of 18 inches or greater, as measured from finished grade, shall comply with the main building setback requirements for the underlying zone.				
FENCES AND WALLS				
Fences and walls placed between the property line and required setback line for main buildings shall conform [to] the city's walls, fences, and landscaping standards. See ARTICLE 9, GENERAL SITE IMPROVEMENT STANDARDS, of this chapter for further information.				
[1.] The maximum driveway width standards are only applicable to the construction of new single-family residences.				

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 01-16, §§ 1f., g., 6-18-01; Ord. No. 02-4, § 1c, 3-18-02; Ord. No. 02-9, § 1a, 7-1-02; Ord. No. 03-8, § 4, 9-2-03; Ord. No. 05-3, § 1c., 2-7-05; Ord. No. 09-4, § 1b., 5-5-09; Ord. No. 21-20, § 1, 12-7-21)

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Section 13-35 Accessory dwelling units.

(a) Purpose, general plan consistency, definitions.

(1) Purpose and interpretation. The intent of this section is to ensure that accessory dwelling units (ADUs) and Junior ADUs remain as an accessory uses in residential and mixed-use zones, that the structures on parcels are organized to accommodate an ADU and/or Junior ADU, and that such dwelling units do not adversely impact surrounding residents or the community. This section 13-35 is intended to retain the ability of the city to regulate ADUs in terms of design, aesthetics, massing and integration with existing structures and to comply with the requirements of state law.

(2) General plan consistency. In adopting these standards, the city recognizes that the approval of dwelling units may, in some instances, result in dwelling densities exceeding the maximum densities prescribed by the general plan. The city finds that this occurrence is consistent with the general plan, as allowed under state planning and zoning law applicable to ADUs, and that the amendment furthers the goals, objectives, and policies of the general plan housing element.

(3) Definitions. For purpose of this section 13-35 only:

a. The terms "accessory dwelling unit" (ADU), "public transit," "passageway" and "tandem parking" all have the same meaning as that stated in Government Code section 66313 as that section may be amended from time to time.

b. "Junior ADU" shall have the same meaning as that stated in Government Code section 66313(d) as that section may be amended from time to time.

c. A structure is considered "existing" if a building permit was issued and finalized before an ADU or JADU application is submitted under this section.

d. The terms "single-family dwelling" and "multifamily dwelling" exclude all detached accessory structures.

e. The term "single-family dwelling" is a dwelling (excluding any ADU or Junior ADU) that is not attached to another dwelling. Single-family dwellings may include detached single-family homes where there is more than one primary dwelling on a lot.

f. A "multifamily dwelling" is a dwelling (excluding any ADU or Junior ADU) within a multifamily dwelling structure.

g. A "multifamily dwelling structure" is a structure which contains at least two lawful dwellings within the structure, excluding ADUs and Junior ADUs. Storage rooms, boiler rooms, passageways, attics, basements, garages and other non-habitable spaces are considered within a "multifamily dwelling structure" if such non-habitable spaces are within the same structure as at least two other multifamily dwellings.

(b) Accessory dwelling units.

(1) Residential and mixed use zones only. ADUs are permitted in single-family, multifamily, mixed-use zones (i.e., zones where single-family and/or multifamily dwellings are allowed), and within approved master plan sites with residential

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uses in other zones, and only on a legal lot with proposed or existing residential dwelling(s) which will remain on site. By way of illustration only, the zones where accessory dwellings are allowed are shown on the Citywide Land Use Matrix at section 13-30. If there is any conflict between the requirement that ADUs be approved in (and only in) zones where single-family and multifamily dwellings are allowed and the Land Use Matrix, the former shall control.

(2) Reserved.

(3) Ministerial. Any application for an ADU that meets the requirements of this section shall be approved ministerially by the city by applying the standards herein and without a public hearing or notice of decision or zoning approval in compliance with government code section 66317.

(4) Maximum number of dwelling units. The following is the maximum number of ADUs and or Junior ADUs allowed on any lot.

a. Single-family. One detached, new construction ADU, one conversion ADU, and one junior ADU may be permitted on a lot with a proposed or existing single-family dwelling subject to the following:

1. Conversion within a single-family dwelling.

(i) An ADU and Junior ADU may be within the existing footprint of a lawful single-family dwelling. Alternatively, an ADU may be within a lawfully constructed existing detached accessory structure; in this case up to 150 square feet may be added beyond the physical dimensions of the existing accessory structure solely to accommodate ingress and egress to the ADU; and

(ii) ADUs and Junior ADUs must have independent exterior access from the single-family dwelling, and have side and rear setbacks sufficient for fire safety; and

2. New construction (attached or detached). One new construction ADU may be permitted on a lot with proposed or existing single-family dwelling. One new construction Junior ADU may be allowed on the lot if the Junior ADU is to be in a single-family dwelling that meets all applicable legal standards.

b. Multifamily. One ADU is allowed within new construction residences where, after construction, there will be at least two residences on the lot (e.g. detached residential structures, duplexes, apartments); up to two ADUs are allowed with such structures pursuant to subsection 2, below. For lots with an existing legal multifamily dwelling (e.g., a legal non-conforming multifamily dwelling), the applicant may have ADU(s) pursuant to the following:

1. Maximum ADUs within existing multifamily dwelling structure. No more than 25%, with any partial unit rounded down) of the number of existing multifamily dwelling units on the lot, but at least one unit, shall be permitted as ADU(s) constructed within the enclosed nonlivable space (e.g., a space in a dwelling not intended for human habitation, including

living, sleeping, eating, cooking, or sanitation)) of the existing multifamily dwelling structures; or

2. Maximum detached ADUs. No more than eight detached ADUs are permitted, provided that the number of accessory dwelling units allowable pursuant to this clause shall not exceed the number of existing units on the lot. The units shall be detached from every residence on site (but need not be detached from each other) with the exception of one ADU, which may be attached to the multifamily dwelling structure. This section shall apply to detached structures that are converted and new construction detached ADUs. Conversion detached ADUs are not subject to height, setbacks, and maximum square footage; or

(5) Maximum size.

a. Single-family.

1. Detached. For lots with a proposed or existing single-family dwelling, a detached ADU shall not have more than 1,200 square feet.
2. Attached. An ADU attached to a single-family dwelling shall be no more than the greater of 50% of the square footage of the existing single-family dwelling or 1,000 square feet.

b. Multifamily, new construction.

1. Detached. For lots with an existing legal multifamily dwelling structure the maximum square footage for a detached ADU is 850 square feet or 1,000 square feet for an ADU that provides more than one bedroom, except as allowed in Government Code Section 66323.; or
2. Attached. For lots with an existing legal multifamily dwelling structure, an attached ADU shall not exceed the greater of 1,000 square feet or 50% of the average floor area of the existing multiple family dwelling units.

c. Interior conversions. Notwithstanding subsections a and b immediately above, ADUs which are converted from space entirely within existing structures, and ADUs entirely within proposed lawful single-family dwellings, are not subject to a limit on maximum square footage.

(6) Minimum size.

a. ADUs may be efficiency units. Notwithstanding the general limitation on efficiency units being no smaller than 220 square feet, ADUs may also be less than 220 square feet, provided that they are no smaller than 150 square feet, and comply with all other legal requirements.

(7) Conversions of dwelling units.

a. Total conversion of single-family dwelling. An entire existing single-family dwelling may be converted to an ADU if the ADU complies with all applicable requirements of this section and a new single-family residence with a total gross floor area exceeding that of the ADU is constructed in full compliance with code requirements.

b. Partial conversion/addition. A portion of the existing single-family or multifamily dwelling may be converted to an ADU with new additional square

footage, which additional square footage shall comply with all standards applicable to the underlying zone, and all converted square footage shall comply with standards applicable to conversions. The maximum square footage of the ADU shall be based upon the size of the existing dwelling before construction of the ADU addition.

(8) Short-term rentals prohibited. An ADU shall not be rented for periods of less than 31 days.

(c) Junior ADUs.

(1) Rule. Junior ADUs shall comply with the requirements of this subsection, in addition to the requirements of subsection (d) of this section 13-35.

(2) Maximum size. A Junior ADU shall not exceed 500 square feet in gross floor area.

(3) Owner occupancy requirement. The owner of a parcel proposed for a Junior ADU shall occupy as a primary residence either the primary dwelling unit or the Junior ADU. Owner-occupancy is not required if the owner is a governmental agency, land trust, or "housing organization" as that term is defined in Government Code section 65589.5(k)(2), as that section may be amended from time to time.

(4) Short-term rentals prohibited. A Junior ADU shall not be rented for periods of less than 31 days unless otherwise authorized by the municipal code.

(5) Location of Junior ADU. A Junior ADU shall be entirely within an existing or proposed single-family dwelling, including an attached garage.

(6) Kitchen requirements. A Junior ADU shall include an efficiency kitchen, including a cooking facility with appliances, outlet for a small refrigerator, food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

(7) Parking. No additional parking is required beyond that already required for the primary dwelling.

(8) Fire protection; utility service. For the purposes of any fire or life protection ordinance or regulation or for the purposes of providing service for water, sewer, or power, a Junior ADU shall not be considered a separate or new unit, unless the Junior ADU was constructed in conjunction with a new single-family dwelling. No separate connection between the Junior ADU and the utility shall be required for units created within a single-family dwelling, unless the Junior ADU is being constructed in connection with a new single-family dwelling.

(9) Exterior and interior access. The Junior ADU shall include an exterior entrance separate from the main entrance to the single-family dwelling. If the Junior ADU shares bathroom facilities with the main dwelling, the Junior ADU shall also have interior entry to the main dwelling's living area.

(d) Development standards and requirements. The following development standards shall not apply to a unit built subject to Government Code section 66323 (a), which includes: 1.) all converted ADUs (converted accessory structures are eligible for a 150 square foot expansion for purposes of ingress and egress), 2.) all converted Junior ADUs (JADUs), 3.) maximum 800-square-foot, new-construction, detached

ADUs with four-foot side and rear setbacks and height not exceeding 18 feet (two additional feet of height may be permitted to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary unit), with single-family primary dwellings, and 4.) detached units with multifamily primary dwelling structures with four-foot side and rear setbacks and height not exceeding 18 feet (two additional feet of height may be permitted to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary units). Otherwise, all other ADUs must comply with the following requirements unless the below standards and requirements preclude the development of an 800 square foot ADU with four-foot side and rear setbacks:

(1) Ministerial project. Any application for an ADU or Junior ADU that meets the requirements of this section or as permissible in Government Code Section 66332 shall be approved without a public hearing.

(2) Application by owner. An application for a building permit for an ADU or Junior ADU building permit shall be made by the owner of the parcel on which the primary unit sits and shall be filed with the city on a city-approved application form and subject to the established fee set by city council resolution as it may be amended from time to time.

(3) Separate sale prohibited. Except as otherwise provided by law, ADUs and Junior ADUs may not be sold or otherwise conveyed separate from the primary residence.

(4) Utilities.
   a. All ADUs and Junior ADUs must be connected to public utilities (or their equivalent), including water, electric, and sewer services.
   b. Except as provided in subsection c immediately below, the city may require the installation of a new or separate utility connection between the ADU and the utility. For Junior ADUs, see subsection (c)(8), above.
   c. No separate connection between the ADU and the utility shall be required for units created within a single-family dwelling, unless the ADU is being constructed in connection with a new single-family dwelling.
   d. Each ADU and Junior ADU shall have a separate mailing address as assigned by the City.

(5) Recorded covenants. Prior to final inspection and occupancy of JADUs, the owner shall file with the county recorder, in a form approved by the city attorney, a covenant which does all of the following:
   a. Prohibit the sale of Junior ADU separate from the single-family residence; and
   b. Unless subsequently prohibited by an amendment to state law, the JADU shall be considered legal only as long as either the primary residence or the JADU is occupied by the owner of record unless the owner is another governmental agency, land trust, or housing organization; and
   c. Restrict the JADU to the maximum size allowed by Municipal Code section 13-35, as it may be amended from time to time; and

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d. Confirm that the restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for noncompliance.

(6) Passageway. No passageway shall be required in conjunction with the construction of an ADU.

(7) Building permits required. Applications for ADUs and Junior ADUs shall conform to the requirements for, and shall obtain, a building permit consistent with the requirements of Title 5 (Buildings and Structures). By way of reference only, current requirements generally require all dwellings to have no less than 220 square feet. Fire sprinklers shall not be required for ADUs or JADUs if they are not required for the primary residence. The construction of an ADU or JADU alone shall not trigger the requirement for sprinklers in the primary residence.

(8) Setbacks.

a. None. No setbacks are required for either: (1) those portions of ADUs that are created by converting existing living area or existing accessory structures to a new ADU; or (2) constructing new ADUs in the same location, while not exceeding the existing dimensions of an existing structure, including height. Notwithstanding the foregoing, ADUs shall, at minimum, comply with setbacks that are sufficient for fire and life safety.

b. Other setbacks. For all other ADUs, there shall be a minimum of setbacks of four feet from side and rear property lines and full compliance with all applicable front yard setbacks for the underlying zone (except as required by (Gov. Code, § 66321, subd. (b)(3)). Second floor ADUs shall provide setbacks in conformance with the underlying zone. All mechanical equipment associated with the ADU shall maintain the minimum setbacks.

c. Distance between structures. The minimum required distance between a detached ADU and the primary dwelling unit, and all other structures on the property, including garages, shall be six feet unless otherwise established by the California Building Code.

(9) Height. Except as authorized in subsection b, below, in no event may any portion of a new construction ADU exceed 27 feet or two stories. Furthermore, except as authorized in subsection a and b, below, an ADU shall be entirely only on the first floor.

a. Second floor or two-stories. An ADU on a lot which has an existing lawfully constructed dwelling, may be in whole or in part on a second floor, or be a two-story ADU, if all five of the following occur:

1. All portions of the ADU structure on a second floor are at least 25 feet from the front property line; and
2. Each stairwell for the ADU is interior or complies with subsection (10), below; and
3. The second floor of any portion of the ADU, if built above a detached garage, does not exceed the footprint of the garage; and

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4. No windows are installed on the second floor on side elevations if such windows are within 25 feet of a neighboring dwelling and face the neighboring property unless such windows have a minimum sill height of at least five feet; and
5. The second floor (or the entire two story ADU as applicable) meets the setbacks applicable to additions for the underlying zone.

b. Within structure. The ADU is built entirely within either:
1. A proposed or existing lawfully constructed single-family dwelling, except that an external stairwell to the ADU which meets all requirements of this Code, including the requirements of subsection (10), below, may be constructed to allow access to the ADU; or
2. The non-habitable space of an existing multifamily structure or within an accessory structure on a lot with a multifamily structure.

(10) Exterior stairways, balconies.

a. Exterior stairways. A new exterior stairway to a second-floor ADU shall not be located on a front facade within 20 feet of a property line abutting a public right of way. Second floor landings using an exterior stairway shall be kept to the minimum size required to comply with applicable codes. Stairways and landings shall incorporate screening materials designed to eliminate views into abutting properties. Stairways and landings, which exceed building code minimum sizes, are prohibited. Stairways and landings shall not be counted toward residential open space requirements.

b. Balconies. New balconies which face the street and are located at the front of the main residential structure are permitted provided that the balcony be set back a minimum of 20 feet from the front property line. On corner properties, balconies may face the side street provided that they maintain the setback for the underlying zone. Balconies within 25 feet of a neighboring residence shall incorporate screening to ensure there are no direct views into the abutting property. New construction balconies that are not facing the front of the property or a side street, are prohibited.

c. Roof decks. No new roof decks are allowed for ADUs.

(11) Architectural standards.

a. Attached and detached ADUs. Attached and detached ADUs shall have the same materials, finishes, and colors as the primary dwelling.

b. New construction Junior ADUs. New construction Junior ADUs shall match exterior appearance with the primary unit in terms of materials, finishes, and colors within the same property on which it is proposed to be constructed.

(12) Recommended garage conversion design considerations.

a. Blank facade. When a garage is converted to an ADU, if the facade of the converted garage is visible from a public right-of-way, the following design considerations are recommended:
1. Be covered with landscaping that covers at least 50% of the wall, or

2. Include openings of at least 10% of the facade with at least one door that complies with section (13) below or one window which matches the material and design of the existing windows on the residence.

(13) Driveway removal. If a driveway leading to a garage being converted to an ADU is removed, it must be replaced with landscaping or open space, and the curb cut and driveway apron must be removed and replaced with a curb and gutter and parkway which meets city standards. If a driveway is partially removed, the remaining driveway must provide the minimum parking dimensions per subsection (15) below.

(14) Entry. The entrance to an ADU or Junior ADU shall match the materials and color of the primary residence(s), not be located on the same building elevation as the main entrance of the primary residence(s) and shall be located along the building side, rear, or within the interior of the property, unless the economic and development services director approves an alternative configuration due to unique development circumstances.

(15) Parking.

a. The owner may provide parking that is at least eight and a half (8.5) feet wide and 18 feet long and may be provided as:
   1. Tandem parking on an existing driveway in a manner that does not encroach onto a public sidewalk; or
   2. Within a setback area or in locations determined feasible by the city. Locations will be determined infeasible based upon specific site or regional topographical or fire and life safety conditions, or that such parking is not permitted anywhere else in the city.

b. When any parking space or parking structure is converted or demolished in conjunction with the construction of an ADU or converted to an ADU, the off-street parking spaces do not have to be replaced, notwithstanding any other provision of this code to the contrary (e.g., the definition of "driveway" in section 13-6, Table 20-8(c) a driveway does not lose its status as a lawful "driveway" if it leads to a structure that was either converted from a garage into either an ADU or Junior ADU or demolished in conjunction with the construction of an ADU or Junior ADU. In no event shall the demolition of a parking space or parking structure be considered "in conjunction with" the construction of an ADU if the ADU will not be constructed within any portion of the footprint of the demolished garage.

(16) Non-conforming. The city shall not require, as a condition of a permit for an ADU or Junior ADU the correction of nonconforming development standards.

(17) Open space and landscaping. ADUs which exceed 800 square feet in gross floor area shall meet the open space requirements of section 13-32 and shall be subject to provide landscaping as required in section 13-106.

Section 13-36 Two-unit Housing Development

(a) For purposes of this section, the following definition shall apply:

(1) "Housing development" shall mean no more than two primary residential units within a single-family zone that meets the requirements of this section. The total number of units, including ADUs and JADUs, shall not exceed four.

(b) The city shall ministerially approve a housing development containing no more than two residential units if it meets the following requirements:

(1) The parcel is located within a single-family residential zone.

(2) The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.

(3) The parcel is not located in any of the following areas and does not fall within any of the following categories:

a. A historic district or property included on the State Historic Resources Inventory, as defined in section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

b. Prime farmland or farmland of statewide importance as further defined in Government Code section 65913.4(a)(6)(B).

c. Wetlands as defined in the Unites States Fish and Wildlife Service Manual, Part 660 FW 2(June 21, 1993).

d. A hazardous waste site that is listed pursuant to section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

e. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

f. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

i. The site has been subject to a Letter of Map Revision prepared by FEMA

and issued to the city; or

ii. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

g. A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

h. Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with section 1900) of Division 2 of the Fish and Game Code).

j. Lands under a conservation easement.

(4) The proposed housing development would not require demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

b. Housing that is subject to any form of rent or price control by the city;

c. A parcel or parcels on which an owner of residential real property exercised rights under Government Code section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date of the application; or

d. Housing that has been occupied by a tenant in the last three years.

(5) Demolition of an existing unit shall not exceed more than 25 percent of the existing exterior structural walls unless the site has not been occupied by a tenant in the last three years.

(c) Standards and Requirements. Except where superseded by the following provisions, two-unit housing development pursuant to Government Code Section 65852.21 shall comply with development standards applicable to the R1 Single- Family Residential District including but not limited to Section 13-32 of this code:

(1) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(2) Except for those circumstances described in section C1 above, the setback for side and rear lot lines shall be four feet. The front setback shall be as set forth in the R-1 Single-Family Residential District standards.

(3) The applicant shall provide easements for the provision of public services and facilities as required.

(4) All lots shall have a minimum street frontage of ten feet to provide for vehicular access, or 16-foot if the driveway serves two units. For a lot without physical street frontage, access to street frontage shall be provided by the granting of a duly recorded permanent easement for ingress and egress purposes in favor of the lot without physical street frontage.

(5) In order to preserve the City's inventory of on-street parking, existing and proposed development pursuant to Government Code section 65852.21 shall be limited to one driveway ingress/egress per resultant lot.

(6) Required off-street parking shall consist of at least one garage space per unit and the location and configuration of such parking shall be in compliance with the provisions of this code, except that no parking requirements shall be imposed in either of the following circumstances:

a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined by Public Resources Code section 21155(b) or a major transit stop as defined in Public Resources Code section 21064.3; or

b. There is a car share vehicle located within one block of the parcel.

(7) For residential units connected to an onsite wastewater treatment system (septic tank), the applicant provides a percolation test completed within the last 5 years, or if the percolation test has been recertified, within the last 1O years, which shows that the system meets acceptable infiltration rates.

(d) The city shall not require or deny an application based on any of the following:

(1) The city shall not impose any objective zoning, subdivision, or design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet. If the city determines that the strict application of objective zoning, subdivisions or design standards would physically preclude the development of two units on a lot each with a minimum unit size of 800 square feet, the city may ministerially allow deviations from development standards

generally applicable to the R-1 zoning district pursuant to city policies and/or regulations implementing this section if such deviation is in compliance with applicable building and fire code standards and regulations and if there are no other feasible means of complying with state law.

(2) The city shall not deny an application solely because it proposes adjacent or connected structure provided that that all building code safety standards are met and they are sufficient to allow a separate conveyance.

(e) An applicant shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the following:

(1) That the uses shall be limited to residential uses.

(2) That the rental of any unit created pursuant to this section shall be for a minimum of thirty-one days.

(3) That the maximum number of units to be allowed on the parcels is two, including but not limited to units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, junior accessory dwelling units, or units allowed pursuant to section 13-35.

(f) The city may deny the housing development if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(g) The provisions of this section supersede any contrary provisions contained elsewhere in this code.

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Section 13-41 Residential common interest development standards and requirements.

(a) *Applicability.* The provisions of this section shall apply to all proposed new residential common interest development projects and the conversion of existing apartments to residential common interest developments.

(b) *Development standards.* Table 13-41(b) identifies the development standards for residential common interest developments. See also Article 9 General Site Improvement Standards of this chapter for additional requirements. Projects shall comply with all applicable standard plans and specifications and adopted city and state codes, as well as the following provisions:

(1) The location and orientation of all buildings shall be designed and arranged to preserve natural features by minimizing the disturbance to the natural environment. Natural features such as trees, groves, waterways, scenic points, historic spots or landmarks, bluffs or slopes shall be delineated on the site plan and considered when planning the location and orientation of buildings, open spaces, underground services, walks, paved areas, playgrounds, parking areas and finished grade elevations.

(2) All structures proposed to be constructed within a project shall conform to the following requirements:

a. Structures having dwelling units attached side by side shall avoid the long-row effect by being composed of no more than six dwelling units. Alternative designs which accomplish the same purpose may be approved by the final review authority.

b. Structures having dwelling units attached side by side shall avoid the long-row effect with a break in the facade by having an offset in the front building line of at least four feet for every two dwelling units within such structure. Alternate designs which accomplish the same purpose may be approved by the final review authority.

c. Consideration shall be given to the effect of proposed development on the light, air and privacy of adjacent properties.

(3) Outside uncovered and unenclosed storage of boats, trailers, recreational vehicles and other similar vehicles shall be prohibited unless specifically designated areas for the exclusive storage of such vehicles are set aside on the final master plan and provided for in the association's covenants, conditions, and restrictions. Where such areas are provided, they shall be enclosed and screened from view on a horizontal plane from adjacent areas by a combination of six-foot high opaque fences and permanently maintained landscaping.

(4) For high-rise residential projects, see the North Costa Mesa Specific Plan for additional development standards.

(5) The developer shall install an on-site lighting system in all parking areas, vehicular access ways, and along major walkways. The lighting shall be directed onto driveways and walkways within the project and away from dwelling units and adjacent properties, and shall be of a type approved by the development service department.

(6) The development shall comply with the provisions of Chapter XI. Subdivisions, which may include, but are not limited to land

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dedication and improvements, such as drainage improvements and payment of fees.

TABLE 13-41(b) RESIDENTIAL COMMON INTEREST DEVELOPMENT STANDARDS		
STANDARDS	**SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)**	**OTHER UNITS**
Individual Dwelling Unit Minimum Lot Area	All zones: 3,000 square feet with an overall average of 3,500 square feet. The required common lot shall not be included in the calculation of lot area. Note: Lot sizes may be reduced proportionately if other useable open space is provided within the overall development.	No minimum requirement.
Common Lot Required	All projects shall be designed with a minimum of one lot to be held in common ownership and maintained by a homeowners association. This lot shall be used for common driveways, parking areas, and at least 10 feet of street setback landscaped areas.	
Maximum Number of Stories & Building Height	2 stories/27 feet, except as allowed in the Planned Development or Town Center zoning districts. Note: Lofts, as defined in section 13-6, without exterior access and having only clerestory windows will not be regarded as a story. See also Attic discussion below.	
Attics	Attics shall not be heated or cooled, nor contain any electrical outlets or operable windows. In zoning districts where the maximum number of stories is two stories, attics above second stories shall be an integral part of the second story roofline and not appear as a 3rd story on any building elevation. Windows in any attic space above the second story shall be incidental and limited to a dormer style.	
Maximum Density (based on gross acreage)	Same as underlying zoning district or as specified in an applicable specific plan.	
Minimum Open Space Development Lot	40% of total lot area. *Exception:* For high-rise residential projects, see the North Costa Mesa Specific Plan.	
Individual Dwelling Unit Lot	40% overall, with a minimum 400 square-foot area with no dimension less than 15 feet.	Not applicable.
Private Open Space	Same as individual dwelling unit lot above.	An adjoining patio required with no dimension less than 10 feet. *Exception:* Not applicable to high-rise residential projects in the North Costa Mesa Specific Plan.
Common Open Space	Common open space areas shall be designed and located within the development to allow maximum use by all residents. Enclosed buildings used for recreation or leisure facilities should not be used to satisfy more than 15 percent of required open space.	
Distance Between Buildings	10-foot minimum between main buildings 6-foot minimum between main buildings and accessory structures	
Driveway Width	10-foot minimum, except 16-foot minimum driveway is required if the driveway serves tenants and/or guest parking for more than one dwelling unit.	
Driveway Length	Straight-in driveways to garages shall have a minimum length of 19-feet from the ultimate property line.	
Storage	Not applicable.	Each unit shall be provided with 200 cubic feet of securable storage exterior to the unit. If this storage is provided within the garage or carport it shall be located at the front of the parking area so as not to obstruct the required clear dimensions of the covered

TABLE 13-41(b) RESIDENTIAL COMMON INTEREST DEVELOPMENT STANDARDS		
STANDARDS	**SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)**	**OTHER UNITS**
		parking space (per the City of Costa Mesa Parking Design Standards) at any point less than 4 feet above the finished surface level of the parking stall. *Exception:* Not applicable to high-rise residential projects in the North Costa Mesa Specific Plan.
Mechanical equipment, excluding antennas and flush-mounted solar panels on roofs	Roof-top location is prohibited.	Screening required from public rights-of-way and adjacent properties.
SETBACKS FOR MAIN BUILDINGS AND ACCESSORY BUILDINGS AND STRUCTURES (Minimum distances given, unless otherwise noted. All setbacks from streets to development lots are measured from the ultimate property line shown on the Master Plan of Highways.)		
Front Development Lot	20 feet	20 feet
Individual Dwelling Unit Lot	None	Not applicable
Side (interior) Development Lot	5 feet	
Side (street side, if applicable) Development Lot	10 feet Note: Driveways providing straight-in access from a public street to a garage shall be at least 19 feet long, as measured from the property line.	
Rear (not abutting a publicly dedicated alley) Development Lot	20 feet for 2 story structures in R2-MD and R2-HD zones; 15 feet for 2 story structures in the R-3 zone. 10 feet for 1 story structures (15-foot maximum height) provided that maximum rear yard coverage is not exceeded. *Exception:* Rear yard coverage does not apply to the R-3 zone. *Note:* Accessory structures that do not exceed 15 feet in height may have a zero rear yard setback, except on corner lots. Corner lots in the R2-MD, R2-HD & R3 zones: a. Where the rear property line of a corner lot adjoins the side property line of another lot, no detached accessory structure shall be allowed on the corner lot, except within the rear quarter of the corner lot farthest from the side street. b. Where the rear property line of a corner lot abuts a public or private street, accessory structures shall maintain setbacks for main structures.	
Rear Yard Coverage (maximum) in the R2-MD and R2-HD zones	Main Buildings: 25% of rear yard area.* Accessory Buildings: 50% of rear yard area.* * Rear yard area equals lot width, measured from side property line to side property line, multiplied by 20 feet.	
Rear Abutting a Publicly Dedicated Alley	5 feet; however, garages may be required to set back further to ensure adequate back up distance. Rear Yard Coverage does not apply. Note: Accessory structures that do not exceed 15 feet in height may have a zero rear yard setback, except on corner lots where accessory structures shall maintain setbacks for main structures.	
Bluff Top Setback	No building or structure closer than 10 feet from bluff crest (see section 13-34 BLUFF-TOP DEVELOPMENT).	
PROJECTIONS (maximum depth of projections given)		
Roof or Eaves Overhang; Awning	2 feet 6 inches into required side setback or building separation area. 5 feet into required front or rear setback.	

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TABLE 13-41(b) RESIDENTIAL COMMON INTEREST DEVELOPMENT STANDARDS		
STANDARDS	**SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)**	**OTHER UNITS**
Open, unenclosed stairways	2 feet 6 inches into required setback or building separation area.	
Chimneys	2 feet above maximum building height.	
Fireplaces	2 feet into required setback or building separation area.	
PARKING (See CHAPTER VI)		
2-car garage required	Yes	Not required.
Automatic roll-up garage door with remote controlled door opener required	Yes	Yes, if garages are provided.
Location of Covered Parking	Required covered tenant parking shall be located within a reasonable distance of the unit it serves. Detached garages that are not located within a reasonable distance to the units they are intended to serve are prohibited.	
LANDSCAPING		
A detailed landscape plan prepared pursuant to CHAPTER VII LANDSCAPING STANDARDS shall be approved by the Planning Division prior to issuance of any building permits.		
Landscape parkways with a combined width of 10 feet, but not less than 3 feet on one side, shall be provided along the sides of interior private streets and/or common driveways. The parkway on the house side of private streets or common driveways shall be a minimum of 5 feet in width.		
SIGNS (See CHAPTER VIII)		
POOLS AND SPAS		
Above-ground pools and spas shall not be located in the required front yard setback from a public street and are subject to 5-foot side and 10-foot rear yard setbacks for main structures. Additional setbacks may be applicable pursuant to building code requirements.		
RAISED DECKS		
Any raised deck with a finished floor height of 18 inches or greater, as measured from finished grade, shall comply with the main building setback requirements for the underlying zone.		
FENCES AND WALLS		
Fences and walls placed between the property line and required setback line for main buildings shall conform to the City's walls, fences, and landscaping standards. See ARTICLE 9 GENERAL SITE IMPROVEMENT STANDARDS of this chapter for further information.		

(c) *Documents required.*

(1) A project may be approved subject to submission of all organizational documents setting forth a plan or manner of permanent care and maintenance of open spaces, recreational areas, and common facilities pursuant to state law (Civil Code 1350-1359). No such documents shall be acceptable until approved by the city attorney as to legal form and effect, and by the planning division as to suitability for the proposed use of the open areas.

(2) The developer shall file a declaration of covenants to be submitted with the application for approval, which will govern the association. The provisions shall include, but not be limited to, the following:

a. The homeowners' association shall be established prior to the sale of any unit(s).

b. Membership shall be mandatory for each owner and any successive owner.

c. Provisions to restrict parking upon other than approved and developed parking spaces and to require that garages be kept available for tenant parking shall be written into the covenants, conditions and restrictions for each project.

d. If the development is constructed in increments or phases which require one or more final maps, reciprocal covenants, conditions, and restrictions and reciprocal management and maintenance agreements shall be established which will cause a merging of increments as they are completed, and embody one homeowners' association with common areas for the total development.

e. The declaration of covenants shall contain language or provisions substantially as follows:

i. The covenants, conditions and restrictions of this declaration shall run to the City of Costa Mesa insofar as they shall apply to the maintenance of the "common areas" as herein defined.

ii. In the event the association or other legally responsible person(s) fail to maintain the common area in such manner as to cause same to constitute a public nuisance, the city may, upon proper notice and hearing, institute summary abatement procedures and impose a lien for the costs of such abatement upon the common area, individual units or the whole thereof as provided by law.

(Ord. No. 07-17, § 1e., 10-2-07)

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Section 13-42.3 Development standards and requirements.

(a) *Applicability.* The provisions of this section shall apply to all new residential small lot subdivisions of 15 lots or less in multi-family zones and not in combination with other development standards in the overlays zones.

(b) *Development standards.* Table 13-42 identifies the development standards for small lot subdivision developments. See also Article 9 general site improvement standards of this chapter for additional requirements. Projects shall comply with all applicable standard plans and specifications and adopted city and state codes, as well as the following provisions:

(1) The location and orientation of all buildings shall be designed and arranged to preserve natural features by minimizing the disturbance to the natural environment. Natural features such as trees, groves, waterways, scenic points, historic spots or landmarks, bluffs or slopes shall be delineated on the site plan and considered when planning the location and orientation of buildings, open spaces, underground services, walks, paved areas, playgrounds, parking areas and finished grade elevations. Pre-existing development should guide the building setbacks and new development should preserve the existing character of the neighborhood.

(2) The site design must consider both the design elements of each unit and how these designs will enhance the overall neighborhood character and vitality of the street and sidewalk. Building setbacks and site planning must relate to surrounding built form, respecting the overall neighborhood character and existing topography. Additionally, each unit must exhibit a high level of design quality with well-articulated entries and façades, proportionate windows, quality building materials and contextual landscaping.

(3) All structures proposed to be constructed within a project shall conform to the following requirements:

a. Each unit shall be provided with direct pedestrian and vehicular access to a public street, or an alley or a common drive connecting to a public street/alley.

b. Structure shall be constructed to minimize impact of the proposed development on the light, air and privacy of adjacent properties.

(4) On-site lighting shall be provided in all parking areas, vehicular access ways, and along major walkways. The lighting shall be directed onto driveways and walkways within the project and away from dwelling units and adjacent properties, and shall be of a type approved by the development services department.

(5) The development shall comply with the provisions of Chapter XI, subdivisions, which may include, but are not limited to, land dedication and improvements, such as drainage improvements and payment of fees.

(6) Outside uncovered and unenclosed storage of boats, trailers, recreational vehicles and other similar vehicles shall be prohibited

unless specifically designated areas for the exclusive storage of such vehicles are set aside on the final master plan and provided for in the covenants, conditions, and restrictions. Where such areas are provided, they shall be enclosed and screened from view on a horizontal plane from adjacent areas by a combination of six-foot high opaque fences and permanently maintained landscaping.

Table 13-42
SMALL LOT SUBDIVISION STANDARDS

STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
Maximum Number of Stories & Building Height	2 stories/27 feet, except as allowed in the Westside Overlay Districts. Note: Lofts, as defined in section 13-6, without exterior access and having only clerestory windows will not be regarded as a story. See also Attic discussion below.
Attics	Attics shall not be heated or cooled, nor contain any electrical outlets or operable windows. In zoning districts where the maximum number of stories is two stories, attics above second stories shall be an integral part of the second story roofline and not appear as a 3rd story on any building elevation. Windows in any attic space above the second story shall be incidental and limited to a dormer style.
Maximum Density (based on gross acreage)	Same as underlying zoning district or as specified in an applicable specific plan.
Minimum Open Space (development lot)	35% of total lot area. No asphalt shall be permitted for paved areas. Parking and driveways shall consist of decorative concrete, pavers or other materials as deemed appropriate by the Development Services Director. This requirement may be decreased to a minimum of up to 30%, if the difference in the area is provided as additional open guest parking, located in a common area, and not exclusive for any specific unit.
Minimum Open Space (individual unit)	200 square feet with no dimension less than 10 feet.
Development Lot	Separately owned private property interests or any portion thereof, necessary or desirable for common use, are subject to recordation of an easement for reciprocal access and maintenance. All areas of a development with 5 or more parcels, subject to a reciprocal access and/or maintenance easement shall be maintained by an association that may be incorporated or unincorporated. The association may be referred to as a maintenance association.
Parking	• Three-bedroom or more units (including a den or home office) – 2 garage spaces and 2 open parking spaces. • Two-bedroom or less units (including a den) – 2 garage spaces and one open parking. • No tandem parking is permitted for open or guest parking spaces. For developments with 5 or more units (up to 10 units) where open/guest parking spaces are provided in driveways in front of garages for exclusive use of that unit, one additional on-site guest parking shall be provided. Two additional open guest-parking shall be provided for developments with more than 10 units. • For all small lot developments subject to the provisions of this article, all open parking not located within an individual driveway shall be unassigned and nonexclusive.
Distance Between Buildings	6 feet minimum
Driveway Width (development lot)	10-foot minimum, except 16-foot minimum driveway is required if the driveway serves tenants and/or guest parking for more than one dwelling unit. Driveway width shall be a maximum of 26 feet for lots less than 50 feet wide and a maximum of 50% for lots greater than 50 feet wide.
Driveway Length	Straight-in driveways to garages shall have a minimum length of 19 feet from the ultimate public or private right-of-way. No driveways shall be more than 5 feet in length if parking is not provided in front of garage. Driveways accessing rear parcels shall be in compliance with the requirements of the Parking Design Standards, minimum separation between driveways and maximum 50% hardscape requirement.
Mechanical Equipment (excluding	Roof-top location is prohibited unless completely screened from public rights-of-way and adjacent properties.

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	**SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)**
antennas and flush-mounted solar panels on roofs)	
Front Development Lot	20 feet
Side yard (interior)	5 feet.
Rear yard (interior)	15 feet
Side (street side, if applicable)	10 feet Note: Driveways providing straight-in access from a public street to a garage shall be at least 19 feet long, as measured from the ultimate public or private right-of-way.
Rear Abutting a Publicly Dedicated Alley	5 feet; however, garages may be required to be set back further to ensure adequate back up distance. Rear Yard Coverage does not apply.
Flag Lots and Alley Fronting Lots	Flag lots are required to be accessed with a minimum 16-foot wide driveway. Parcels with alley frontage should include a minimum 8-foot wide pedestrian access to the public street in the front. Parcels with frontage only on public alleys are prohibited.
Bluff Top Setback	No building or structure closer than 10 feet from bluff crest (see section 13-34 Bluff-top development).
Roof or Eaves Overhang; Awning	2 feet 6 inches into required side setback or building separation area. 5 feet into required front or rear setback.
Open, Unenclosed Stairways	Not permitted
Chimneys	May extend 2 feet above maximum building height.
Fireplaces	2 feet into required setback of building separation area
Automatic Roll-Up Garage Doors	Required
Location of Open Parking	Guest parking shall be located within a reasonable distance of the unit it serves. Detached garages that are not located within a reasonable distance to the units they are intended to serve are prohibited.
Trash Storage	All units shall be provided with a small alcove inside or outside the unit to allow storage of at least three trash carts without encroaching into the garage space. All efforts shall be made to provide on-site trash service. Trash carts shall be stored on-site for trash pick up to the greatest extent possible.
Above-Ground Pools and-Spas	Prohibited in front yards and subject to 5-foot side and rear setback from the main structures.
Raised Decks	Any raised deck with a finished floor height of 18 inches or greater, as measured from finished grade, shall comply with the main building setback requirements for the underlying zone.
LANDSCAPING	
A detailed landscape plan prepared pursuant to Chapter VII Landscaping Standards shall be approved by the Planning Division prior to issuance of any building permits.	
SIGNS (See Chapter VIII).	
FENCES AND WALLS	
Fences and walls placed between the property line and required setback line for main buildings shall conform to the city's walls, fences, and landscaping standards. See Article 9 General Site Improvement Standards of this chapter for further information.	
PREEXISTING DEVELOPMENT	
Small lot subdivisions and structures constructed, permitted or approved under the small lot ordinance prior to October 18, 2018 shall be considered conforming	

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Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	**SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)**
with regard to the above provisions.	

(c) *Documents required.*

(1) Project approval is subject to submission of complete organizational documents setting forth a plan or manner of permanent care and maintenance of any open spaces, recreational areas and commonly used areas/facilities. No such documents shall be acceptable until approved by the city attorney as to legal form and effect, and by the planning division as to suitability for the proposed use of the open areas.

(2) Prior to entering into a sales agreement for any property within a small lot subdivision, the developer shall disclose general information regarding the property to the future homebuyers, including, but not limited to, the following:

a. The type, thickness, and R-value of the insulation that has been installed in the home.

b. Any exposed hazards during and after construction (lead-based paint, asbestos, etc.).

c. Uses other than residential in proximity to the project.

d. Unusual adjacent zoning.

e. Distance to airport if within two miles.

f. Where soils, filled ground and geologic information is available.

g. Any special costs that will be incurred by the lot buyer as a result of the installation of a building foundation or any other construction due to unusual soil/geological conditions.

h. If there is fill in excess of two feet.

i. Schools servicing subdivision and any special conditions.

j. Any unusual flooding conditions.

k. Conditions of approval by the city and any resale restrictions.

l. Dedications and easements.

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m. Project phasing plan.

n. CC&Rs.

(3) All small lot subdivisions shall file a declaration of covenants to be submitted with the application for approval. The declaration of covenants shall include, but not be limited to, the following provisions.

a. The homeowners' association or a maintenance association (as applicable) shall be established prior to the sale of any unit(s).

b. Membership in the homeowners or maintenance association shall be mandatory for each owner and any successive owner.

c. Provisions to restrict parking upon other than approved and developed parking spaces and to require that garages be kept available for resident parking shall be written into the covenants, conditions and restrictions for each project.

d. If the development is constructed in increments or phases which require one or more final maps, reciprocal covenants, conditions, and restrictions and reciprocal management and maintenance agreements shall be established which will cause a merging of increments as they are completed, and embody one homeowners' association with common areas for the total development.

e. The declaration of covenants shall contain language or provisions substantially as follows:

i. "The covenants, conditions and restrictions of this declaration shall run to the City of Costa Mesa insofar as they shall apply to the maintenance of the "common areas" as herein defined."

ii. "In the event the association or other legally responsible person(s) fail to maintain the common area in such manner as to cause same to constitute a public nuisance, the city may, upon proper notice and hearing, institute summary abatement procedures and impose a lien for the costs of such abatement upon the common area, individual units or the whole thereof as provided by law."

(Ord. No. 14-04, § 2B., 4-1-14; Ord. No. 15-03, § 2, 4-21-15; Ord. No. 18-10, § 2, 9-18-18; Ord. No. 21-20, § 1, 12-7-21)

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Section 13-74 Elevation and screening requirements.

(a) The finished elevations of all buildings, structures, walls and fences shall be approved by the planning division.

(b) All trash containers and mechanical equipment, such as air conditioning compressors, duct work, and vents shall be screened from public rights-of-way and adjacent properties.

(c) Temporary receptacles, as approved by the public services department for the purposes of public participation in the collection of recyclable products, shall not be considered a trash bin, container or receptacle subject to the requirements of this section. For the purposes of this section, *temporary* shall mean a period, or periods, of time not exceeding 90 days during any twelve-month period.

(d) Pipes and conduits including, but not limited to, plumbing pipes, vents, ducting, fire sprinkler systems and electrical conduits shall not be mounted on exterior walls and roofs.

(1) For existing pipes and conduits, painting to match the surrounding façade shall satisfy this requirement.

(2) If the wall, roof or other element(s) on which the pipe or conduit is located is structurally modified or demolished, the element(s) shall be relocated to conform with the standard outlined in CMMC 13-74(e).

(e) In residential zones, or in any zone adjacent to a residential development, ground mounted mechanical or electrical equipment proposed within eight feet of a neighboring property's windows or doors must comply with one of the mitigation methods listed below (1-3):

(1) A minimum six foot-high block wall separates the equipment from the abutting property’s window(s) and/or door(s) with a minimum separation of four feet between equipment and neighboring window(s) and/or door(s).

(2) The equipment does not generate more than 50 decibels (based on manufacturer specifications) and is not greater than the minimum distance required by the building code is setback at least five feet from between the equipment and neighboring window(s) and/or door(s).

(3) The equipment maintains the same setbacks and separations required for main structures.

Section 13-75 Fences and walls.

(a) In residential zones, including planned development, except R-1:

(1) All interior property lines of the master development lot shall have six-foot high solid opaque walls or fences that conform to the city's walls, fences and landscaping standards.

(2) All exterior property lines of the master development lot shall have solid masonry

walls that conform to the city's walls, fences and landscaping standards in respect to height and location as well as the following standards. The final review authority shall approve the wall location, height, masonry materials, and finish.

(i) Only one type of wall design with the appropriate mix of masonry materials and finishes shall be permitted for the development lot.

(ii) Wall materials such as uncolored cinder block shall be treated with a decorative finish that complements and enhances the project and surrounding neighborhood.

(iii) Exceptions to the requirements stated in subsections (2)(i) through (2)(ii) may be approved by the final review authority. These exceptions may include, but are not limited to, combination masonry walls with vinyl fencing, stained/treated wood, wrought iron fencing, green wall, and green sustainable composite materials.

(iv) The development services director shall review and approve any future additions to the exterior walls, after project completion, which shall be constructed of materials which are either identical and/or compatible with the original wall.

(b) In all residential zones, fences, walls and landscaping shall comply with the standards outlined in Figure 13-75(1).

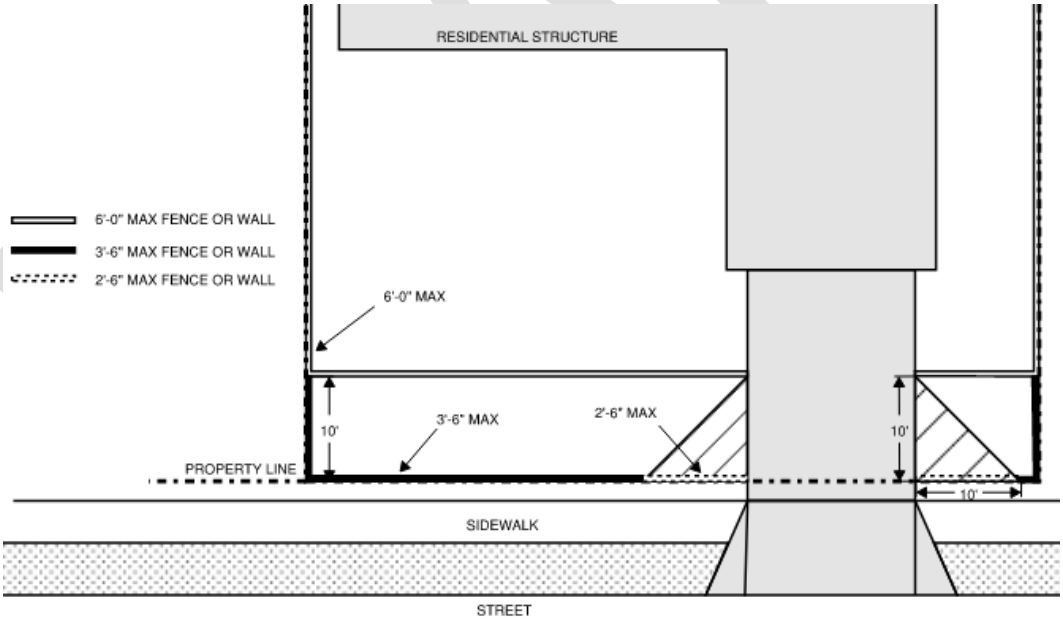


Figure 13-75(1)

(c) On corner lots, wall and fences in excess of three and a half feet in height shall be set back five feet from the street side property line.

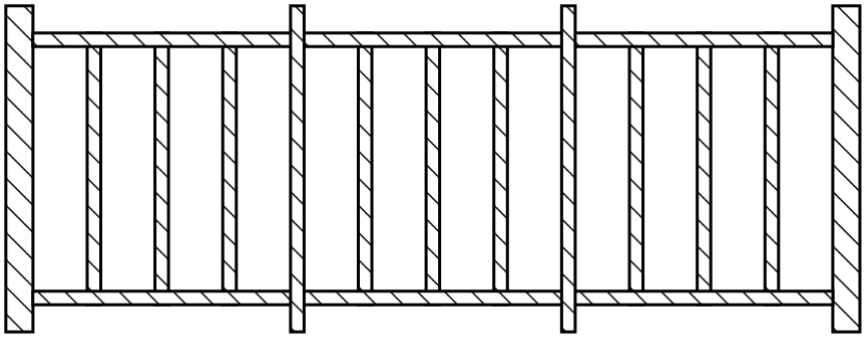
(d) In commercial zones, including planned development: All interior property lines abutting residentially zoned property shall have solid masonry walls, at least 6 feet

but no more than eight feet in height, unless an environmental study requires additional height.

(e) In industrial zones, including planned development: A solid masonry wall, at least six feet in height shall be constructed along all property lines which abut a residential or commercial zone. The maximum wall height shall not exceed eight feet, unless an environmental study requires additional height.

(f) Decorative details and lights such as finials, light fixtures, pilaster caps, pots and similar decorative items may extend no more than twelve inches above the maximum height limit. Decorative items shall be limited to no more than one item for every six lineal feet of fence or wall. Decorative details are prohibited within visibility triangles.

(g) In nonresidential zones, walls and fences within a landscape setback shall be a maximum of 40% solid. This shall be measured as illustrated in Figure 13-75(2).



Hatched elements shall be counted towards solid area

Figure 13-75(2)

(h) If a fence or wall is constructed adjacent to a public street, the fence or wall shall be approved by the planning division in terms of its compatibility and harmony with the proposed building and site development and buildings and site developments existing or approved for the general neighborhood. For arterial streets that are adjacent to residential developments, new arterial walls shall comply with the city's streetscape and median development standards. No fence or wall located in any street setback shall obscure the required street setback landscaping in the commercial and industrial zones.

(i) Fences and walls located within a visibility triangle shall be limited to two and a half feet in height, as illustrated in Figure 13-75(3) conform to the city's walls, fences and landscaping standards.

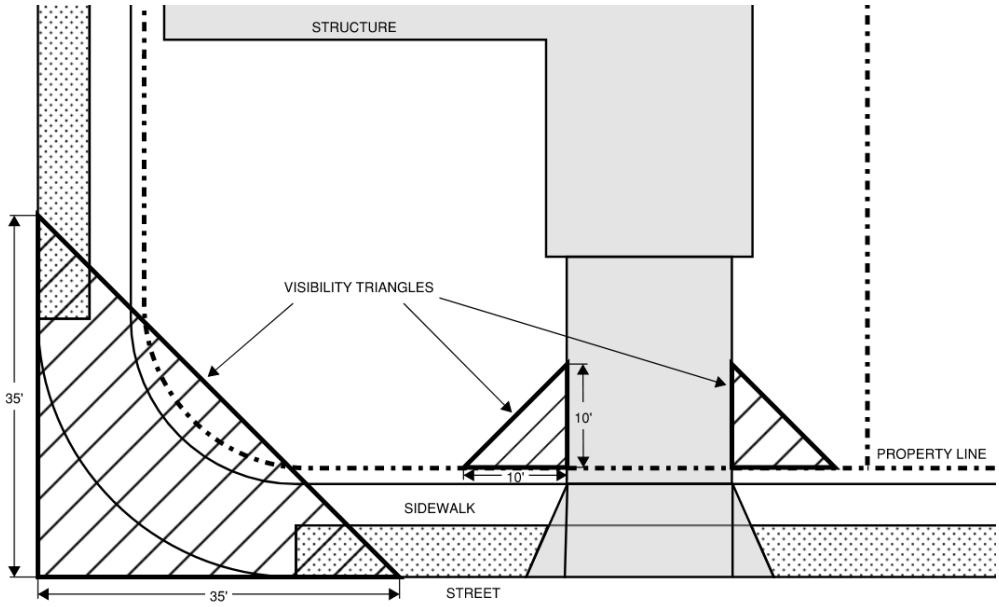


Figure 13-75(3)

(j) In all zones, retaining walls shall comply with the standards outlined in figure 13-75(4).

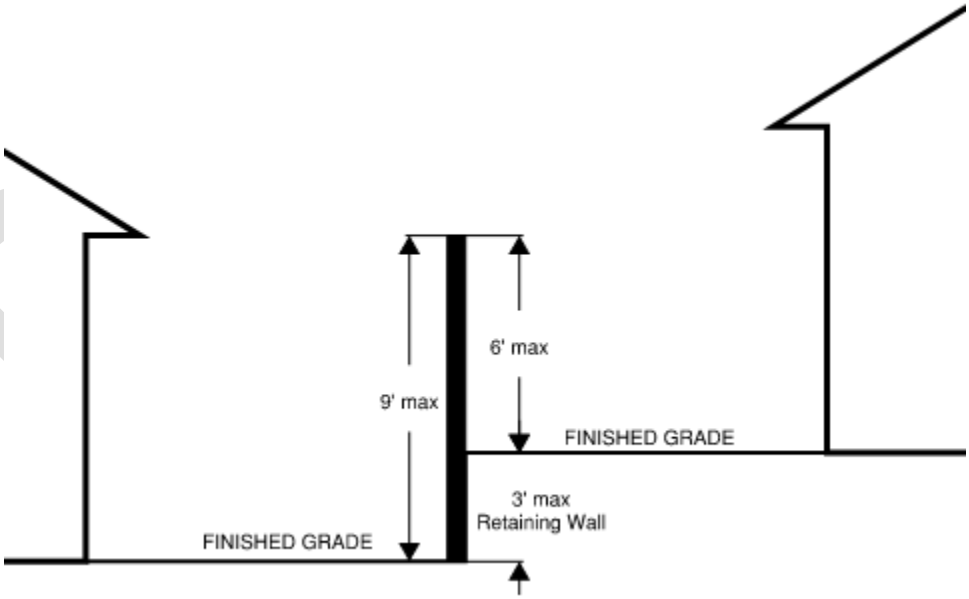


Figure 13-75(4)

(k) Wall heights shall be measured from the highest finished grade at the base of the wall.

(l) It is unlawful to construct, install, maintain or allow to exist any barbed wire, razor wire, concertina ribbon or similar item in any required setback abutting a public right-of-way, a required setback adjacent to a residential development or on a property with residential development. In all other locations, barbed wire, razor wire,

concertina ribbon and similar items shall maintain a minimum vertical clearance of six feet eight inches from grade.

(m) It is unlawful to install, maintain or allow to exist any electrified fence or any glass, nails or similar items embedded in walls or fences at any location.

(n) *Chain link fences.* In all nonresidential zones, chain link fencing is prohibited in any required setback abutting a public right-of-way. In all residential zones, including planned developments, chain link fencing is prohibited in any area visible from a public street or alley.

Chain link fence removal. A property owner of any residential or planned development property that has an existing chain link fence visible from a public street or alley, shall remove the chain link fence at such time the property owner obtains a building permit, or cumulative building permits over a consecutive twelve-month period, for property improvements valued at $30,000 or more. The chain link fence shall be completely removed prior to the finalization of the last building permit(s) that exceeds the thirty thousand dollar ($30,000.00) valuation.

(o) Security gates, in all zones, are subject to review and approval by the planning division in conjunction with the fire department and transportation division.

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Section 13-89 Parking required.

The minimum amount of off-street parking as established in Table 13-89 shall be provided at the time:

(a) Any building and/or structure is constructed;

(b) Any building or structure is enlarged or increased in capacity by adding gross floor area, gross leasable area or seats;

(c) A specific use is proposed for a building site; or

(d) An existing use is changed to one which requires additional parking.

At all times, with the exception of the provisions of section 13-98, Declaration of land use restriction, parking shall be provided according to the requirements of Table 13-89.

TABLE 13-89
NON-RESIDENTIAL PARKING STANDARDS

USE	PARKING RATIO PER GROSS FLOOR AREA (except as noted otherwise)
Retail; offices; central administrative offices; individual counseling; group counseling; establishments where food or beverages are served with a maximum of 300 square feet of public area [1]	4 spaces per 1,000 square feet with a minimum of 6 spaces [2]
Office buildings exceeding 2 stories in height and 100,000 square feet in area	3 spaces per 1,000 square feet
Banks; savings and loans; credit unions	5 spaces per 1,000 square feet with a minimum of 6 spaces
Medical and dental offices; acupressure; massage	6 spaces per 1,000 square feet with a minimum of 6 spaces
Furniture and appliance stores with floor area greater than 5,000 square feet	2 spaces per 1,000 square feet with a minimum of 20 spaces
Churches; theaters; mortuaries; auditoriums; services and fraternal clubs and lodges; amphitheaters and other similar places of assembly	Within the main auditorium or assembly area: 1 space for each 3 fixed seats or 1 space for every 35 square feet of seating area if there are no fixed seats. 18 lineal inches of bench shall be considered equal to 1 fixed seat.
Racquetball and tennis facilities	3 spaces per court plus parking required for incidental uses such as restaurants which shall be calculated as noted below
Establishments where food or beverages are served with more than 300 square feet of public area [1, 4]	10 spaces per 1,000 square feet for the first 3,000 square feet; [2] 12 spaces per 1,000 square feet for each additional 1,000 square feet above the first 3,000 square feet. [2]
Health clubs; spas; figure salons; skating rinks; game arcades	Parking requirement is 10 spaces per 1,000 square feet
Bowling alleys	3 spaces per lane plus parking required for incidental uses such as restaurants which shall be calculated as noted

	under "Establishments where food or beverages are served"
Trade schools; business colleges; dancing and music academies	10 spaces per 1,000 square feet
Motels	1 space for each rentable unit without cooking facilities. Each rentable unit with cooking facilities shall be governed by residential parking standards
Hotels	1 space for each 2 rentable units plus 10 spaces per 1,000 square feet for the first 3,000 square feet, and 20 spaces per 1,000 square feet for each additional 1,000 square feet above the first 3,000 square feet for restaurant, banquet, meeting room and kitchen spaces
Establishments with live entertainment; i.e., go-go dancers, topless dancers, bikini dancers	1 parking space for each person for the first 100 persons as authorized by capacity signs posted by the fire department; 1 parking space for each 2 persons for every 101 to 300 persons as authorized by capacity signs posted; 1 parking space for each 3 persons for every 301 plus persons as authorized by capacity signs posted by the fire department.
Shopping centers with a minimum of 600,000 square feet of contiguous gross leasable area:	
Main structure or group of abutting structures	
Retail	5 spaces per 1,000 square feet of gross leasable area
Establishments where food or beverages are served occupying 5% or less of the total contiguous gross leasable area	1 space per 1,000 square feet of gross leasable area
Establishments where food or beverages or served in excess of 5% of the total contiguous gross leasable area	5 spaces per 1,000 square feet of gross leasable area
Office Space occupying 10% or less of the total contiguous gross leasable area	None
Office Space in excess of 10% of the total contiguous gross leasable area	4 spaces per 1,000 square feet of gross leasable area with a minimum of 6 spaces
Theaters (cumulative)	
750 seats and less	5 spaces per 1,000 square feet of gross leasable area
More than 750 seats	5 spaces per 1,000 square feet of gross leasable area plus 3 spaces for each additional 100 seats
Uses within freestanding structures	
Establishments where food or beverages are served	10 spaces per 1,000 square feet of gross leasable area
All others	Pursuant to this table
Mixed use developments	When there are mixed uses within a single development which share the same parking facilities, the total requirement for parking should be determined as outlined in "City of Costa Mesa Procedure for Determining Shared Parking Requirements" which are included herein by this reference and which may be amended from time to time by

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	resolution of the city council. A greater reduction in parking than would be allowed under this procedure may be approved by minor conditional use permit where it can be demonstrated that less parking is needed due to the hours of operation or other unusual features of the users involved. For mixed-use developments located in the mixed-use overlay zone, refer to the applicable urban plan for parking rates.
Industrial	3 parking spaces shall be provided per 1,000 square feet of gross floor area for the first 25,000 square feet of building; 2 parking spaces shall be provided per 1,000 square feet of gross floor area between 25,000 and 50,000 square feet of building; and one and one-half parking spaces shall be provided per 1,000 square feet of gross floor area over 50,001 square feet of building.
Garden centers; plant nurseries	4 spaces per 1,000 square feet of gross floor area; and 2 spaces per 1,000 square feet of outdoor display area.
Smoking lounges	17 spaces per 1,000 square feet

Notes:	
1	Establishments limited to seating for 12 or fewer persons prior to June 4, 1997, shall remain at that seating limit unless additional parking is provided pursuant to this Zoning Code.
2	The outdoor patio seating area(s) shall not be included in the floor area calculations for purposes of determining the required parking.
3	The final review authority may apply a maximum credit of one parking space due to the provision of bicycle racks. This credit shall only apply to the overall parking supply and not to multiple uses.
	When the approval of a use permit is required, the final review authority may require additional parking spaces at a ratio not to exceed 30 spaces per 1,000 square feet of floor area of the entire building. Factors that may warrant additional parking include, but are not limited to, the provision of entertainment and/or dancing, or substantial ratio of floor area devoted to bar as compared to restaurant use. The maximum parking rate shall be applicable to uses that have substantially maximized the building's occupancy due to design and provision of concentrated uses.
4	When the approval of a use permit is required, the final review authority may require additional parking spaces at a ratio not to exceed 30 spaces per 1,000 square feet of floor area of the entire building. Factors that may warrant additional parking include, but are not limited to, the provision of entertainment and/or dancing, or substantial ratio of floor area devoted to bar as compared to restaurant use. The maximum parking rate shall be applicable to uses that have substantially maximized the building's occupancy due to design and provision of concentrated uses.
5	The square footage of electrical and mechanical equipment and the surrounding three feet for clearance shall be excluded from the calculation of gross floor area for the purpose of determining parking requirements

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 16, 3-2-98; Ord. No. 02-4, § 1j, 3-18-02; Ord. No. 06-9, § 1g., 4-18-06; Ord. No. 12-4, § 1, 5-15-12; Ord. No. 15-10, § 2C, 9-15-15; Ord. No. 21-20, § 1, 12-7-21)

Section 13-111 Definitions.

As used in this chapter, the following terms shall have the meanings set forth below:

Advertising statuary. An imitation, representation or similitude of a person or thing which is sculptured, molded, modeled, or cast in any solid or plastic substance, material, or fabric and used for commercial purposes.

Area (of sign). The area included within the outer dimensions of a sign. The area of multiple face signs and advertising statuary shall mean one-half the total surface area. In the case of "skeleton letters" or other signs placed on a wall without any border, the area shall be the sum of the areas of each letter or figure. The area of each letter or figure shall be computed by enclosing the letter or figure within sets of parallel lines.

Balloon sign. Any inflatable object having no dimension that exceeds 24 inches, including, but not limited to, objects made of plastic, cloth, rubber, or canvas, having the shape of any object, and regardless of whether or not it contains copy.

Banner, flag, or pennant. Any cloth, bunting, plastic, paper, or similar material used for advertising purposes on private property and not within the public right-of-way. Flags of a nation or of the State of California, displayed as such in an appropriate manner, are excepted from these regulations. See also street banner.

Billboard. A sign that advertises a business, product, service or activity which is not available at or is not conducted on the premises on which the sign is located.

Changeable copy sign. A sign whose copy consists of nonelectronic detachable lettering or numbers that must be manually installed, usually on a series of parallel tracks, including, but not limited to, service station price signs and theater marquees.

Commercial portable sign. Any sign which can be moved from place to place which is not permanently affixed to the ground or to a building used for commercial purposes. The term portable sign includes, but is not limited to, any sign affixed to an automobile, truck, trailer, or other vehicle where such sign solicits patronage to a specific business by means of parking such a vehicle primarily for the purpose of advertising such business. The term portable sign shall also include a sign posted in or on a vehicle parked on public or private property without written consent of the property owner, advertising that vehicle for sale.

Construction site sign. A sign located on a construction site used to identify the name of the future site occupant and which may include the names, addresses, and telephone numbers of businesses directly related to the construction project, including but not limited to the architect, engineer, contractor and financing entity.

Contiguous window area. Total surface area of a window or individual window panes separated only by vertical or horizontal mullions that are three inches wide or less. Window areas separated by columns, wide mullions or other elements greater than three inches in width are not considered contiguous. Window area is not considered contiguous if it is located on a separate façade.

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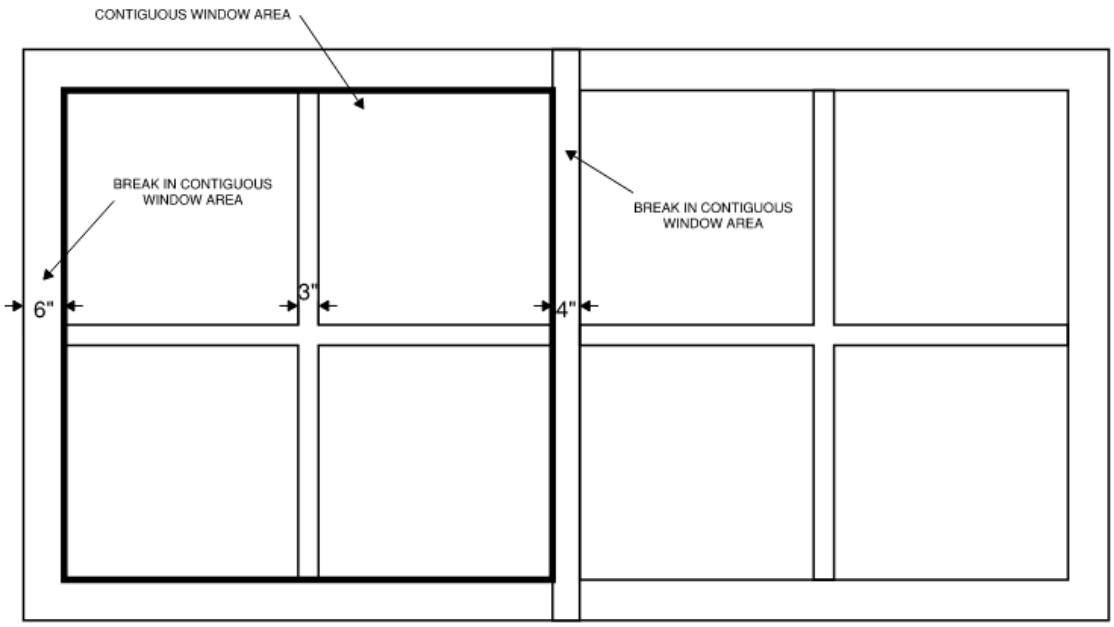


Figure 13-111(a)

Convenience sign. A sign, not larger than nine square feet, providing directional information and designed to be viewed on site or adjacent to the site by pedestrians and/or motorists. The term convenience sign shall also include electronic time/temperature signs.

Electronic changeable copy sign. A sign that uses video displays, lamps, fiber optics, light-emitting diodes (LED's) liquid crystal displays, plasma displays, or any other mechanical or light emitting medium to convey messages, movement, or animation imagery during or between messages.

For sale sign. A real estate sign indicating that the premises on which the sign is located, or any portion thereof, is for sale, lease or rent.

Freestanding sign. A sign supported permanently upon the ground by poles, braces or other supports, and not attached to any building.

Governmental sign. A sign installed by the city or other public agency pursuant to city approval, including, but not limited to, signs for motorist or pedestrian safety.

Height (of sign). The vertical distance from grade to the highest point of the sign or sign structure.

Illegal sign. Any sign installed or modified in violation of the Costa Mesa Municipal Code at the time the sign was installed or modified.

Illumination exterior. Illumination cast on a sign from an exterior source, such as a floodlight.

Illumination interior. Illumination generated from the interior of a sign.

Illumination interior with opaque background. Interior illumination of a sign where the

background of the sign face is opaque and only the copy is illuminated.

Inflatable sign. Any inflatable object having any dimension in excess of 24 inches, including, but not limited to, objects made of plastic, cloth, rubber, or canvas, having the shape of any object, and regardless of whether or not it contains copy.

Mural or super graphic. A large image, picture, or design painted on or affixed to the exterior of a building or structure. A mural or super graphic is a sign only if it is related by language and/or logo to the advertisement of any product or service or the identification of any business.

Neighborhood identification sign. A sign identifying the entrance to a residential area consisting of five or more acres.

Non-commercial banner, flags, or pennants. Any cloth, bunting, plastic, paper, or similar material which is not used for advertising purposes on private property and not within the public right-of-way. Examples of non-commercial banners generally include, but are not limited to, signs that espouse a political or religious viewpoint, and signs commenting on public official(s) or matter(s) of public discourse.

Non-commercial portable sign. Any sign which can be moved from place to place which is not permanently affixed to the ground or to a building which is not used for commercial purposes. Examples of noncommercial signs generally include, but are not limited to, signs that espouse a political or religious viewpoint, and signs commenting on public official(s) or matter(s) of public discourse.

Nonconforming sign. A sign which was legally installed under laws or ordinances in effect at the time of its installation, but which is in conflict with the current provisions of this chapter.

Open house sign. A real estate sign with the words "Open House" as the primary copy for the premises on which the sign is located.

Painted wall sign. Any sign painted directly on the exterior surface of a building or structure, except awnings or canopies. (See "mural or super graphic").

Permanent window sign. A sign that is placed on or behind a window for a period of time in excess of 60 days. Paper or cardboard signs, or signs painted directly onto the surface of a window are not considered permanent window signs regardless of the duration of display.

Public baseball/softball field. Any baseball and/or softball field owned, rented, or leased by the city or used by the city under a joint use agreement.

Public property. Any building, park, grounds, structures, or other real property (collectively referred to as "property" for the purpose of this definition) owned, rented, or leased by the city not within the public right-of-way or any such property used by the city under a joint use agreement. For the purposes of this definition, public property does not include public baseball and softball fields.

Public right-of-way. Any public sidewalk, street, alley or highway improved to allow vehicular and pedestrian access and adjacent city landscape areas including trees

therein, traffic control devices, street name signs, fire hydrants and other structures, under the ownership and jurisdiction of the city or the state.

Real estate sign. A temporary sign placed for the purposes of advertising the premises on which the sign is located as either for sale, lease or rent, and includes for sale sign and open house sign.

Sign. Any medium for visual communication, including its copy, structure and component parts, which is used or intended to be used to attract attention to, or identify, or advertise a business, product, service, activity, or location or to provide information. "Sign" includes statuary and graphic wall designs used for advertising purposes. "Sign" includes billboards, but does not include handbills.

Site. One or more parcels of land identified by the assessor's records and for which an integrated building development exists or has been proposed.

Street. A public or private alley, street or highway improved to allow vehicular access.

Street banner. Any cloth, bunting, plastic, paper, or similar material used for advertising purposes on a light standard within the public right-of-way.

Temporary window sign. A non-illuminated sign placed on or behind a window for a period of time not in excess of 60 days for the purpose of advertising special sales, prices, products or services, including paper or cardboard signs, or signs painted directly onto the surface of a window.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 99-10, § 1, 7-19-99; Ord. No. 02-8, § 1a, 4-15-02; Ord. No. 04-11, §§ 1, 2, 10-18-04; Ord. No. 11-11, § 1, 9-20-11; Ord. No. 16-04, § 2, 8-2-16; Ord. No. 18-02, § 2, 1-16-18)

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Section 13-142 Development standards.

Table 13-142 identifies the development standards for antennas. Proposed antennas not in compliance with the applicable development standards shall require the approval of a minor conditional use permit pursuant to section 13-144, Minor conditional use permit requirements.

TABLE 13-142
ANTENNA DEVELOPMENT STANDARDS

STANDARDS	SATELLITE DISH	AMATEUR RADIO	COMMUNICATION
Maximum Height (measured from the property's grade to the highest point of the antenna)			
Residential Zone or Nonresidential Zone Adjacent to a Residential Zone:	15 feet	75 feet	30 feet
Other Nonresidential Zone:	Not to exceed allowable building height	Same as above	Same as above
Front Yard Location Permitted	No		
Side and Rear Setbacks (setbacks apply to antenna support structure and to arrays and projections attached thereto, unless otherwise noted)			
Residential Zone:	Side: Comply with setbacks for accessory structures, with a minimum setback of 5 feet. Rear: Ground-mounted antenna support structures may be located in a required rear yard if located as far forward as possible from the rear property line. Minimum of 5 feet for arrays and projections attached to the antenna support structure.		
Nonresidential Zone:	Side and Rear: Comply with setbacks for main structures, with a minimum setback of 5 feet. Exception: Side and/or Rear, when adjacent to a Residential Zone: Minimum of 5 feet from the residential property line. Additionally, the antenna support structure shall be located as far as possible from the residential property line.		
Roof-mounted Location	Shall be located on the portion of the roof farthest from any adjacent street, residential zone (if applicable), bluff, and/or park, whichever location will result in the least visual impact.		
Maximum Number Residential Zone or Nonresidential Zone adjacent to a Residential Zone:	One Exception: Legally subdivided residential units in small lot subdivision projects, and units in Planned Unit Development projects with individual lots, shall each be allowed one satellite dish antenna unless otherwise prohibited.	One antenna support structure in excess of 30 feet. One whip antenna in excess of 30 feet. Note: There is no limit on the number of antennas which do not exceed 30 feet in height.	One antenna support structure
Other Nonresidential Zone:	No regulation	No regulation	No regulation
Maximum Diameter Residential Zone or Nonresidential Zone adjacent to a Residential Zone:	10 feet	Any dish-shaped element attached to an antenna: 2 feet Exception: Any dish-shaped element in excess of 2 feet in diameter that is attached to an antenna shall require approval of a minor conditional use permit and comply with the satellite dish antenna development standards regarding maximum height (applicable to dish element only) diameter, screening and materials, as applicable.	
Other Nonresidential Zone:	No regulation	Dish-shaped elements in excess of 2 feet in diameter shall comply with the satellite dish antenna development standards regarding maximum height (applicable to dish element only) and materials.	
Screening Required Residential Zone or	Screening, either partial or total, may be required by the planning division when the	Ground-mounted: No regulation. Roof-mounted: Antennas less than	Ground-mounted: Screening shall be required when the

TABLE 13-142 ANTENNA DEVELOPMENT STANDARDS			
STANDARDS	**SATELLITE DISH**	**AMATEUR RADIO**	**COMMUNICATION**
Nonresidential Zone adjacent to a Residential Zone:	antenna is visible from off-site. The screening may consist of a solid, opaque fence, wall, vegetation, landscaping and/or any other material deemed acceptable by the planning division.	30 feet in height: No regulation. Antennas 30 feet or more in height: Screening may be required in Nonresidential Zones if necessary to lessen visual impacts on the adjacent Residential Zone(s), under the direction of the planning division.	antenna and support structures/equipment is visible from off site. Roof-mounted: Screening may be required if necessary to lessen visual impacts, under the direction of the planning division.
Other Nonresidential Zone:	No regulation		Same as above
Color	All antennas visible from off-site shall be finished in a color deemed unobtrusive to the neighborhood in which it is located, under the direction of the planning division.		
Signs	No sign of any kind shall be posted or displayed on any antenna.		
Radiofrequency (RF) Radiation	No transmitting antenna or facility, except as categorically excluded by the Federal Communication Commission, shall exceed the radiofrequency (RF) radiation and maximum permissible exposure (MPE) limits for electrical and magnetic field strength and power density established by the National Council on Radiation Protection and Measurements (NCRP) and the 1992 ANSI/IEEE for an "uncontrolled environment." It shall be the responsibility of the applicant to provide evidence of compliance with applicable standards.		
Wiring	All electrical and antenna wiring shall be encased in tubing or other devices acceptable to the planning division and/or concealed to the maximum extent feasible to minimize visual impact.		
Materials	When the antenna exceeds 6 feet in height above grade, the dish-shaped element shall be of a mesh construction. Not applicable.		
Other Requirements	Ground-mounted antennas shall not reduce the area required for parking, internal circulation or other development standards in this Zoning Code. All antennas shall be permanently mounted, and no antenna may be installed on a portable or movable structure.		

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 23, 3-2-98; Ord. No. 21-20, § 1, 12-7-21)

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Section 13-265.5 Parcel Maps for Urban Lot Splits.

(a) Definitions. For purposes of this section, the following definition shall apply:

(1) "Urban lot split" means a lot split of a single-family residential lot into two parcels that meets the requirements of this section.

(b) The city shall ministerially approve a parcel map for a lot split that meets the following applicable requirements:

(1) The parcel is located within a single-family residential zone.

(2) The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.

(3) The parcel map divides an existing parcel to create no more than two new parcels of approximately equal lot area, provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel.

(4) Both newly created parcels are no smaller than 1,200 square feet.

(5) The parcel is not located in any of the following areas and does not fall within any of the following categories:

a. A historic district or property included on the State Historic Resources Inventory, as defined in section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

b. Prime farmland or farmland of statewide importance as further defined in Government Code section 65913.4(a)(6)(B).

c. Wetlands as defined in the Unites States Fish and Wildlife Service Manual, Part 660 FW 2(June 21, 1993).

d. A very high fire hazard severity zone as further defined in Government Code section 65913.4(a)(6)(D). This does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

e. A hazardous waste site that is listed pursuant to Government Code section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

f. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted

by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

g. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

i. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or

ii. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

h. A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

i. Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

j. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with section 1900) of Division 2 of the Fish and Game Code).

k. Lands under a conservation easement.

(6) The proposed lot split would not require demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance or law that

restricts rents to levels affordable to persons and families of moderate, low, or very low income;

b. Housing that is subject to any form of rent or price control by the city;

c. A parcel or parcels on which an owner of residential real property exercised rights under Government Code section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date of the application; or

d. Housing that has been occupied by a tenant in the last three years.

(7) The lot split does not create more than two units on a parcel, including any accessory dwelling units or junior accessory dwelling units.

(c) Standards and Requirements. Except where superseded by the following provisions or state law, Parcel Maps for Urban Lot Splits pursuant to Government Code Section 66411.7 shall comply with the development standards applicable to the R1 Single-Family Residential District including but not limited to Section 13-32 of this code:

(1) The lot split conforms to all applicable objective requirements of the Subdivision Map Act and Title 13 of this code, except as the same are modified by this section.

(2) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(3) Except for those circumstances described in section C2 above, the setback for side and rear lot lines shall be four feet. The front setback shall be as set forth in the R-1 Single-Family Residential District standards.

(4) The applicant shall provide easements for the provision of public services and facilities as required.

(5) Units constructed on sites created pursuant to Government Code Section 66411.7 shall adhere to the following:

a. All new development shall be constructed, in accordance with code standards and design guidelines applicable to the R1 Single-Family Residential District.

b. Each unit which is attached to an existing or proposed dwelling shall have the same design, materials, finishes, and colors as the attached dwelling and shall be in accordance with code standards and design guidelines applicable to the R1 Single-Family Residential District.

c. Any proposed detached units on the same lot shall be compatible in exterior appearance with an existing unit in terms of design, materials, finishes, and colors within the same property on which it is proposed to be constructed, in accordance with code standards and design guidelines

applicable to the R1 Single-Family Residential District.

(6) All lots shall have a minimum street frontage of ten feet to provide for vehicular access, or 16-foot frontage if the driveway serves two units. For a lot without physical street frontage, access to street frontage shall be provided by the granting of a duly recorded permanent easement for ingress and egress purposes in favor of the lot without physical street frontage.

(7) In order to preserve the City's inventory of on-street parking, existing and proposed development pursuant to Government Code section 66411.7 shall be limited to one driveway ingress/egress per resultant lot.

(8) Required off-street parking shall consist of at least one garage parking space per unit and the location and configuration of such parking shall be in compliance with the standards set forth in this code, except that no parking requirements shall be imposed in either of the following circumstances:

a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined by Public Resources Code section 21155(b) or a major transit stop as defined in Public Resources Code section 21064.3; or

b. There is a car share vehicle located within one block of the parcel.

(d) The city shall not deny an application based on any of the following:

(1) The city shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

(2) The city shall not impose any objective zoning, subdivision, or design standards that would have the effect of physically precluding the creation of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet. If the city determines that the strict application of objective zoning, subdivisions or design standards would physically preclude the development of two units on a lot each with a minimum unit size of 800 square feet, the city may ministerially allow deviations from development standards generally applicable to the R-1 zoning district pursuant to city policies and/or regulations implementing this section if such deviation is in compliance with applicable building and fire code standards and regulations and if there are no other feasible means of complying with state law.

(3) The city shall not require the correction of nonconforming zoning provisions as a condition for the lot split.

(4) The city shall not deny an application solely because it proposes an adjacent or connected structure provided that all building code safety standards are met and they are sufficient to allow a separate conveyance.

(e) An applicant for an urban lot split shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the

following:

(1) That applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of approval. This requirement does not apply when the applicant is a "community land trust" or a "qualified nonprofit corporation" as the same are defined in the Revenue and Taxation Code.

(2) That the uses shall be limited to residential uses.

(3) That any rental of any unit created by the lot split shall be for a minimum of thirty-one days.

(4) That the maximum number of units to be allowed on the parcels is four, including but not limited to units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, junior accessory dwelling units, or units allowed pursuant to section 13-36.

(f) The city may deny the lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(g) This section shall not apply to:

(1) Any parcel which has been established pursuant to a lot split in accordance with this section; or

(2) Any parcel where the owner of the parcel being subdivided or any person acting in concert with the owner has previously subdivided an adjacent parcel in accordance with this section. For purposes of this section, it will be assumed that where a lot owner purchased the property from an adjacent owner who subdivided his property pursuant to this division within five years of the lot split, the owner is acting in concert with the then owner of the adjacent lot. However, acting in concert is not limited to this situation.

(h) The provisions of this section supersede any contrary provisions contained elsewhere in this code.

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RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING THE CITY OF COSTA MESA PROCEDURE FOR DETERMINING SHARED PARKING REQUIREMENTS (CODE AMENDMENT PCTY-2025-0001)

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

WHEREAS, Costa Mesa Municipal Code Section 13-89 requires the calculation of shared parking demand for mixed-use developments as established by City Council adoption of the City of Costa Mesa Procedure for Determining Shared Parking Requirements; and

WHEREAS, Costa Mesa Municipal Code Section 13-89 includes provisions to update the City of Costa Mesa Procedure for Determining Shared Parking Requirements from time to time by resolution of the City Council; and

WHEREAS, the current City of Costa Mesa Procedure for Determining Shared Parking Requirements uses outdated data from 1985, which does not accurately reflect modern parking demand; and

WHEREAS, updates to the City of Costa Mesa Procedure for Determining Shared Parking Requirements are essential to calculate an accurate parking demand for mixed-use developments; and

WHEREAS, Staff has completed a study using industry standard sources, including the Urban Land Institute (ULI) Shared Parking, 3rd Edition and Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition, to update the uses and parking data included in the City of Costa Mesa Procedure for Determining Shared Parking Requirements; and

WHEREAS, these study results can be used to calculate combined parking demand for mixed-use developments on one site.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

Section 1: Compliance with CEQA. Adoption of this resolution is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that this

action will not have any significant effect on the environment. The proposed amendment qualifies for this exemption because;

The proposed amendment does not establish any new regulatory framework. The shared parking table already exists in the City's Municipal Code and is a long-standing tool used to calculate parking demand. The update simply refines the existing table by revising the hourly distribution of parking demand and expanding the list of uses to reflect current development practices. These refinements improve the accuracy of parking demand calculations without altering the underlying methodology.

By increasing accuracy, the amendment reduces the risk of either underestimating or overestimating parking needs, thereby minimizing the chance of indirect impacts such as spillover parking, unnecessary construction of surplus parking, or related transportation and greenhouse gas concerns. Importantly, the amendment does not change what land uses are permitted, the allowable floor area, or the required parking ratios. Development potential continues to be constrained by existing Floor Area Ratio standards and the City's Land Use Matrix. Furthermore, the parking ratios are not relaxed but only change the distribution of demand. Thus, the maximum parking ratios remain unchanged. Therefore, there is no new construction or physical change to the environment resulting from this amendment.

Because the amendment only improves the precision of an existing analytical tool without expanding development capacity or creating new physical impacts, the amendments will reduce potential impacts compared to the existing table. This includes fewer unnecessary surface lots, which means less impervious surface, stormwater runoff, and heat island effect. There would also be fewer spillover parking issues in neighborhoods due to less traffic circulation and emissions from providing a more efficient supply of parking that also allows for more space for the potential of pedestrian or bicycle paths of travel, or increases in landscape area. This is all substantiated by the case studies we provide within the analysis.

Based on this evidence, it can be seen with certainty that there is no possibility that the amendments may have a significant effect on the environment, and therefore, is exempt from further review under CEQA Section 15061(b)(3).

Section 2: Amendment. The City of Costa Mesa Procedure for Determining Shared Parking Requirements is hereby amended to read as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the CEQA exemption for this project reflects the independent judgement of the City.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

PASSED AND ADOPTED this ___ day of XX, 2025.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

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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 ___day of _____, 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 ___day of _____, 2025.

_____
Brenda Green, City Clerk

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Appendix A. Hourly Adjustments for City of Costa Mesa Procedure for Determining Shared Parking Requirements

City Identified Land Use	Office < 25,000 SF		Office >= 25,000 SF		Grocery Store		Department/Super Store		Other Retail		Medical/Dental Offices	
Time	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**
6:00 AM	3%	0%	3%	0%	7%	5%	15%	17%	0%	0%	0%	0%
7:00 AM	14%	2%	14%	2%	22%	22%	33%	37%	0%	0%	7%	4%
8:00 AM	48%	6%	48%	6%	32%	32%	42%	47%	19%	0%	93%	41%
9:00 AM	88%	8%	88%	8%	55%	55%	60%	67%	33%	38%	93%	41%
10:00 AM	100%	9%	100%	9%	65%	65%	69%	77%	47%	55%	100%	43%
11:00 AM	96%	10%	96%	10%	72%	72%	79%	88%	55%	66%	100%	43%
NOON	79%	9%	80%	9%	87%	87%	89%	100%	89%	85%	54%	28%
1:00 PM	82%	8%	82%	8%	92%	92%	89%	100%	100%	100%	93%	0%
2:00 PM	95%	6%	95%	6%	96%	96%	89%	100%	73%	96%	100%	0%
3:00 PM	91%	4%	91%	4%	97%	97%	89%	100%	73%	79%	100%	0%
4:00 PM	79%	2%	80%	2%	100%	100%	86%	96%	66%	66%	93%	0%
5:00 PM	56%	1%	56%	1%	100%	100%	78%	87%	70%	64%	87%	0%
6:00 PM	23%	1%	24%	1%	97%	97%	69%	77%	75%	67%	67%	0%
7:00 PM	14%	0%	14%	0%	79%	79%	55%	62%	70%	70%	30%	0%
8:00 PM	5%	0%	5%	0%	52%	52%	42%	47%	54%	70%	15%	0%
9:00 PM	3%	0%	3%	0%	33%	33%	29%	32%	48%	51%	0%	0%
10:00 PM	1%	0%	1%	0%	20%	20%	11%	12%	0%	0%	0%	0%
11:00 PM	0%	0%	0%	0%	7%	7%	7%	8%	0%	0%	0%	0%
MIDNIGHT	0%	0%	0%	0%	7%	7%	4%	5%	0%	0%	0%	0%

DRAFT

City Identified Land Use	Restaurants with Less than 300 SF of Public Area		Fast Food w/ Drive Thru		Restaurants Without Breakfast		Restaurants With Breakfast		Bars And Nightclubs		Breweries And Distilleries	
Time	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**
6:00 AM	7%	6%	0%	0%	0%	0%	28%	15%	0%	0%	0%	0%
7:00 AM	11%	11%	0%	0%	3%	3%	53%	31%	0%	0%	0%	0%
8:00 AM	21%	21%	0%	0%	6%	4%	64%	50%	0%	0%	0%	0%
9:00 AM	31%	31%	0%	0%	10%	8%	77%	71%	0%	0%	0%	0%
10:00 AM	57%	58%	20%	0%	23%	11%	87%	90%	0%	0%	0%	0%
11:00 AM	85%	87%	40%	50%	41%	23%	91%	90%	0%	0%	0%	0%
NOON	98%	100%	100%	84%	67%	54%	100%	98%	0%	0%	56%	47%
1:00 PM	98%	100%	93%	100%	67%	58%	91%	85%	1%	1%	54%	69%
2:00 PM	89%	91%	80%	94%	60%	49%	56%	68%	1%	1%	56%	78%
3:00 PM	60%	61%	53%	64%	39%	49%	49%	44%	1%	1%	61%	88%
4:00 PM	55%	56%	33%	64%	47%	49%	49%	48%	1%	2%	66%	94%
5:00 PM	60%	61%	40%	59%	69%	66%	77%	63%	3%	4%	85%	97%
6:00 PM	84%	86%	37%	100%	84%	91%	82%	72%	25%	29%	98%	100%
7:00 PM	80%	81%	20%	72%	87%	96%	82%	72%	47%	54%	100%	94%
8:00 PM	50%	51%	33%	72%	87%	100%	82%	68%	67%	77%	95%	86%
9:00 PM	31%	31%	20%	61%	87%	91%	62%	36%	87%	100%	76%	79%
10:00 PM	21%	21%	0%	0%	84%	91%	56%	29%	87%	100%	0%	58%
11:00 PM	11%	11%	0%	0%	67%	89%	74%	21%	66%	100%	0%	0%
MIDNIGHT	7%	7%	0%	0%	23%	50%	26%	13%	44%	100%	0%	0%

DRAFT

City Identified Land Use	Active Entertainment - Open After 11 PM and/or Serves Alcohol		Active Entertainment - Closes Before 11 PM and No Alcohol		Studios, Dance, Marital Arts, Music, Etc.		Movie Theaters		Auditoriums		Health Clubs/Physical Fitness Facilities	
Time	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**
6:00 AM	0%	0%	0%	1%	70%	65%	0%	0%	0%	0%	70%	65%
7:00 AM	0%	0%	0%	1%	42%	37%	0%	0%	2%	2%	42%	37%
8:00 AM	0%	0%	0%	1%	42%	29%	0%	0%	2%	2%	42%	29%
9:00 AM	0%	1%	2%	3%	70%	41%	0%	0%	4%	4%	70%	41%
10:00 AM	0%	1%	24%	30%	70%	29%	0%	0%	4%	4%	70%	29%
11:00 AM	0%	1%	56%	69%	80%	41%	0%	0%	4%	4%	80%	41%
NOON	0%	1%	71%	87%	61%	41%	14%	21%	6%	6%	61%	41%
1:00 PM	1%	1%	75%	91%	70%	25%	29%	46%	6%	32%	70%	25%
2:00 PM	1%	1%	79%	96%	70%	21%	35%	55%	6%	73%	70%	21%
3:00 PM	1%	1%	79%	96%	70%	25%	36%	56%	6%	73%	70%	25%
4:00 PM	2%	2%	75%	90%	80%	46%	36%	56%	6%	6%	80%	46%
5:00 PM	4%	5%	79%	96%	91%	82%	40%	62%	6%	6%	91%	82%
6:00 PM	26%	30%	83%	100%	100%	78%	40%	62%	18%	18%	100%	78%
7:00 PM	49%	55%	79%	96%	89%	50%	52%	81%	36%	38%	89%	50%
8:00 PM	69%	78%	75%	91%	78%	25%	64%	100%	93%	100%	78%	25%
9:00 PM	89%	100%	54%	66%	67%	9%	64%	100%	93%	100%	67%	9%
10:00 PM	89%	100%	8%	10%	34%	2%	52%	100%	5%	5%	34%	2%
11:00 PM	89%	100%	0%	1%	11%	2%	42%	80%	2%	2%	11%	2%
MIDNIGHT	89%	100%	0%	1%	0%	0%	26%	50%	1%	1%	0%	0%

DRAFT

City Identified Land Use	Event Centers		Banks/Savings and Loans/Credit Unions		Furniture And Appliance Stores With Greater Than 5,000 Sf of Floor Area		Hotels[1]	
Time	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**
6:00 AM	0%	1%	0%	0%	15%	17%	84%	84%
7:00 AM	0%	1%	0%	0%	20%	22%	87%	87%
8:00 AM	0%	1%	54%	39%	33%	37%	91%	91%
9:00 AM	2%	3%	94%	49%	51%	57%	83%	83%
10:00 AM	24%	30%	100%	67%	78%	62%	74%	74%
11:00 AM	56%	69%	71%	79%	89%	82%	74%	74%
NOON	71%	87%	71%	74%	90%	96%	70%	70%
1:00 PM	75%	91%	71%	0%	89%	100%	70%	70%
2:00 PM	79%	96%	83%	0%	88%	96%	74%	74%
3:00 PM	79%	96%	71%	0%	83%	96%	74%	74%
4:00 PM	75%	90%	88%	0%	78%	82%	74%	74%
5:00 PM	79%	96%	100%	0%	74%	77%	79%	79%
6:00 PM	83%	100%	0%	0%	69%	77%	79%	79%
7:00 PM	79%	96%	0%	0%	56%	82%	77%	77%
8:00 PM	75%	91%	0%	0%	47%	92%	81%	81%
9:00 PM	54%	66%	0%	0%	29%	72%	85%	85%
10:00 PM	8%	10%	0%	0%	11%	12%	85%	85%
11:00 PM	0%	1%	0%	0%	0%	0%	88%	88%
MIDNIGHT	0%	1%	0%	0%	0%	7%	88%	88%

[1] Apply the corresponding Land Use category for ancillary hotel uses.

DRAFT

City Identified Land Use	Residential: Studio		Residential: 1 Bedroom		Residential: 2 Bedroom		Residential: 3 Bedrooms or more	
City Parking Ratios	1 covered, 0.5 open, 0.5 guest parking spaces / unit		1 covered, 1 open, 0.5 guest parking spaces / unit		1 covered, 1.5 open, 0.5 guest parking spaces / unit		1 covered, 2.5 open, 0.5 guest parking spaces / unit	
Time	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend
6:00 AM	81%	77%	81%	77%	87%	83%	90%	85%
7:00 AM	73%	75%	74%	76%	78%	80%	81%	81%
8:00 AM	65%	71%	66%	71%	70%	75%	72%	77%
9:00 AM	57%	67%	58%	67%	61%	70%	62%	72%
10:00 AM	53%	63%	53%	63%	56%	66%	57%	67%
11:00 AM	49%	62%	49%	62%	52%	65%	53%	66%
NOON	45%	61%	45%	61%	47%	64%	48%	65%
1:00 PM	45%	60%	45%	60%	47%	63%	48%	64%
2:00 PM	45%	59%	45%	59%	47%	62%	48%	63%
3:00 PM	49%	50%	49%	50%	52%	52%	53%	53%
4:00 PM	53%	54%	53%	54%	56%	57%	57%	58%
5:00 PM	59%	53%	60%	53%	62%	54%	63%	54%
6:00 PM	66%	52%	66%	51%	68%	51%	68%	51%
7:00 PM	74%	62%	74%	61%	74%	59%	75%	58%
8:00 PM	78%	70%	78%	70%	79%	68%	79%	67%
9:00 PM	82%	79%	82%	79%	83%	77%	84%	76%
10:00 PM	91%	87%	91%	87%	93%	86%	93%	86%
11:00 PM	90%	89%	91%	89%	93%	89%	95%	89%
MIDNIGHT	90%	93%	90%	93%	94%	96%	96%	97%

DRAFT

Proposed Hourly Adjustments for City of Costa Mesa Procedure for Determining Shared Parking Requirements

City Identified Land Use	Office < 25,000 SF		Office >= 25,000 SF		Grocery Store		Department/Super Store		Other Retail		Medical/Dental Offices	
City Parking Ratios	4 parking spaces / 1,000 SF		4 parking spaces / 1,000 SF		4 parking spaces / 1,000 SF		4 parking spaces / 1,000 SF		4 parking spaces / 1,000 SF		6 parking spaces / 1,000 SF	
Time	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**
6:00 AM	3%	0%	3%	0%	7%	5%	15%	17%	0%	0%	0%	0%
7:00 AM	14%	2%	14%	2%	22%	22%	33%	37%	0%	0%	7%	4%
8:00 AM	48%	6%	48%	6%	32%	32%	42%	47%	19%	0%	93%	41%
9:00 AM	88%	8%	88%	8%	55%	55%	60%	67%	33%	38%	93%	41%
10:00 AM	100%	9%	100%	9%	65%	65%	69%	77%	47%	55%	100%	43%
11:00 AM	96%	10%	96%	10%	72%	72%	79%	88%	55%	66%	100%	43%
NOON	79%	9%	80%	9%	87%	87%	89%	100%	89%	85%	54%	28%
1:00 PM	82%	8%	82%	8%	92%	92%	89%	100%	100%	100%	93%	0%
2:00 PM	95%	6%	95%	6%	96%	96%	89%	100%	73%	96%	100%	0%
3:00 PM	91%	4%	91%	4%	97%	97%	89%	100%	73%	79%	100%	0%
4:00 PM	79%	2%	80%	2%	100%	100%	86%	96%	66%	66%	93%	0%
5:00 PM	56%	1%	56%	1%	100%	100%	78%	87%	70%	64%	87%	0%
6:00 PM	23%	1%	24%	1%	97%	97%	69%	77%	75%	67%	67%	0%
7:00 PM	14%	0%	14%	0%	79%	79%	55%	62%	70%	70%	30%	0%
8:00 PM	5%	0%	5%	0%	52%	52%	42%	47%	54%	70%	15%	0%
9:00 PM	3%	0%	3%	0%	33%	33%	29%	32%	48%	51%	0%	0%
10:00 PM	1%	0%	1%	0%	20%	20%	11%	12%	0%	0%	0%	0%
11:00 PM	0%	0%	0%	0%	7%	7%	7%	8%	0%	0%	0%	0%
MIDNIGHT	0%	0%	0%	0%	7%	7%	4%	5%	0%	0%	0%	0%

City Identified Land Use	Restaurants with Less than 300 SF of Public Area		Fast Food w/ Drive Thru		Restaurants Without Breakfast		Restaurants With Breakfast		Bars And Nightclubs		Breweries And Distilleries	
City Parking Ratios	4 parking spaces / 1,000 SF		10 parking spaces / 1,000 SF		10 parking spaces / 1,000 SF		10 parking spaces / 1,000 SF		10 parking spaces / 1,000 SF		10 parking spaces / 1,000 SF	
Time	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**
6:00 AM	7%	6%	0%	0%	0%	0%	28%	15%	0%	0%	0%	0%
7:00 AM	11%	11%	0%	0%	3%	3%	53%	31%	0%	0%	0%	0%
8:00 AM	21%	21%	0%	0%	6%	4%	64%	50%	0%	0%	0%	0%
9:00 AM	31%	31%	0%	0%	10%	8%	77%	71%	0%	0%	0%	0%
10:00 AM	57%	58%	20%	0%	23%	11%	87%	90%	0%	0%	0%	0%
11:00 AM	85%	87%	40%	50%	41%	23%	91%	90%	0%	0%	0%	0%
NOON	98%	100%	100%	84%	67%	54%	100%	98%	0%	0%	56%	47%
1:00 PM	98%	100%	93%	100%	67%	58%	91%	85%	1%	1%	54%	69%
2:00 PM	89%	91%	80%	94%	60%	49%	56%	68%	1%	1%	56%	78%
3:00 PM	60%	61%	53%	64%	39%	49%	49%	44%	1%	1%	61%	88%
4:00 PM	55%	56%	33%	64%	47%	49%	49%	48%	1%	2%	66%	94%
5:00 PM	60%	61%	40%	59%	69%	66%	77%	63%	3%	4%	85%	97%
6:00 PM	84%	86%	37%	100%	84%	91%	82%	72%	25%	29%	98%	100%
7:00 PM	80%	81%	20%	72%	87%	96%	82%	72%	47%	54%	100%	94%
8:00 PM	50%	51%	33%	72%	87%	100%	82%	68%	67%	77%	95%	86%
9:00 PM	31%	31%	20%	61%	87%	91%	62%	36%	87%	100%	76%	79%
10:00 PM	21%	21%	0%	0%	84%	91%	56%	29%	87%	100%	0%	58%
11:00 PM	11%	11%	0%	0%	67%	89%	74%	21%	66%	100%	0%	0%
MIDNIGHT	7%	7%	0%	0%	23%	50%	26%	13%	44%	100%	0%	0%

City Identified Land Use	Active Entertainment - Open After 11 PM and/or Serves Alcohol		Active Entertainment - Closes Before 11 PM and No Alcohol		Studios, Dance, Marital Arts, Music, Etc.		Movie Theaters		Auditoriums		Health Clubs/Physical Fitness Facilities	
City Parking Ratios	4 parking spaces / 1,000 SF		4 parking spaces / 1,000 SF		10 parking spaces / 1,000 SF		1 space/ 3 fixed seats or 1 space/ 35 square feet of seating area if there are no fixed seats		1 space/ 3 fixed seats or 1 space/ 35 square feet of seating area if there are no fixed seats		10 parking spaces / 1,000 SF	
Time	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**	**Weekday**	**Weekend**
6:00 AM	0%	0%	0%	1%	70%	65%	0%	0%	0%	0%	70%	65%
7:00 AM	0%	0%	0%	1%	42%	37%	0%	0%	2%	2%	42%	37%
8:00 AM	0%	0%	0%	1%	42%	29%	0%	0%	2%	2%	42%	29%
9:00 AM	0%	1%	2%	3%	70%	41%	0%	0%	4%	4%	70%	41%
10:00 AM	0%	1%	24%	30%	70%	29%	0%	0%	4%	4%	70%	29%
11:00 AM	0%	1%	56%	69%	80%	41%	0%	0%	4%	4%	80%	41%
NOON	0%	1%	71%	87%	61%	41%	14%	21%	6%	6%	61%	41%
1:00 PM	1%	1%	75%	91%	70%	25%	29%	46%	6%	32%	70%	25%
2:00 PM	1%	1%	79%	96%	70%	21%	35%	55%	6%	73%	70%	21%
3:00 PM	1%	1%	79%	96%	70%	25%	36%	56%	6%	73%	70%	25%
4:00 PM	2%	2%	75%	90%	80%	46%	36%	56%	6%	6%	80%	46%
5:00 PM	4%	5%	79%	96%	91%	82%	40%	62%	6%	6%	91%	82%
6:00 PM	26%	30%	83%	100%	100%	78%	40%	62%	18%	18%	100%	78%
7:00 PM	49%	55%	79%	96%	89%	50%	52%	81%	36%	38%	89%	50%
8:00 PM	69%	78%	75%	91%	78%	25%	64%	100%	93%	100%	78%	25%
9:00 PM	89%	100%	54%	66%	67%	9%	64%	100%	93%	100%	67%	9%
10:00 PM	89%	100%	8%	10%	34%	2%	52%	100%	5%	5%	34%	2%
11:00 PM	89%	100%	0%	1%	11%	2%	42%	80%	2%	2%	11%	2%
MIDNIGHT	89%	100%	0%	1%	0%	0%	26%	50%	1%	1%	0%	0%

City Identified Land Use	Event Centers		Banks/Savings and Loans/Credit Unions		Furniture And Appliance Stores With Greater Than 5,000 Sf of Floor Area		Hotels[1]	
City Parking Ratios	12.33 parking spaces / 1,000 SF		5 parking spaces / 1,000 SF		2 parking spaces / 1,000 SF		1 parking spaces / 2 units	
Time	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend
6:00 AM	0%	1%	0%	0%	15%	17%	84%	84%
7:00 AM	0%	1%	0%	0%	20%	22%	87%	87%
8:00 AM	0%	1%	54%	39%	33%	37%	91%	91%
9:00 AM	2%	3%	94%	49%	51%	57%	83%	83%
10:00 AM	24%	30%	100%	67%	78%	62%	74%	74%
11:00 AM	56%	69%	71%	79%	89%	82%	74%	74%
NOON	71%	87%	71%	74%	90%	96%	70%	70%
1:00 PM	75%	91%	71%	0%	89%	100%	70%	70%
2:00 PM	79%	96%	83%	0%	88%	96%	74%	74%
3:00 PM	79%	96%	71%	0%	83%	96%	74%	74%
4:00 PM	75%	90%	88%	0%	78%	82%	74%	74%
5:00 PM	79%	96%	100%	0%	74%	77%	79%	79%
6:00 PM	83%	100%	0%	0%	69%	77%	79%	79%
7:00 PM	79%	96%	0%	0%	56%	82%	77%	77%
8:00 PM	75%	91%	0%	0%	47%	92%	81%	81%
9:00 PM	54%	66%	0%	0%	29%	72%	85%	85%
10:00 PM	8%	10%	0%	0%	11%	12%	85%	85%
11:00 PM	0%	1%	0%	0%	0%	0%	88%	88%
MIDNIGHT	0%	1%	0%	0%	0%	7%	88%	88%

[1] Apply the corresponding Land Use category for ancillary hotel uses.

City Identified Land Use	Residential: Studio		Residential: 1 Bedroom		Residential: 2 Bedroom		Residential: 3 Bedrooms or more	
City Parking Ratios	1 covered, 0.5 open, 0.5 guest parking spaces / unit		1 covered, 1 open, 0.5 guest parking spaces / unit		1 covered, 1.5 open, 0.5 guest parking spaces / unit		1 covered, 2.5 open, 0.5 guest parking spaces / unit	
Time	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend
6:00 AM	81%	77%	81%	77%	87%	83%	90%	85%
7:00 AM	10%	20%	10%	20%	10%	20%	10%	20%
8:00 AM	85%	85%	85%	85%	85%	85%	85%	85%
9:00 AM	73%	75%	74%	76%	78%	80%	81%	81%
10:00 AM	20%	20%	20%	20%	20%	20%	20%	20%
11:00 AM	75%	80%	75%	80%	75%	80%	75%	80%
NOON	65%	71%	66%	71%	70%	75%	72%	77%
1:00 PM	20%	20%	20%	20%	20%	20%	20%	20%
2:00 PM	65%	75%	65%	75%	65%	75%	65%	75%
3:00 PM	57%	67%	58%	67%	61%	70%	62%	72%
4:00 PM	20%	20%	20%	20%	20%	20%	20%	20%
5:00 PM	60%	70%	60%	70%	60%	70%	60%	70%
6:00 PM	53%	63%	53%	63%	56%	66%	57%	67%
7:00 PM	20%	20%	20%	20%	20%	20%	20%	20%
8:00 PM	55%	69%	55%	69%	55%	69%	55%	69%
9:00 PM	49%	62%	49%	62%	52%	65%	53%	66%
10:00 PM	20%	20%	20%	20%	20%	20%	20%	20%
11:00 PM	50%	68%	50%	68%	50%	68%	50%	68%
MIDNIGHT	45%	61%	45%	61%	47%	64%	48%	65%

Section 13-6 Definitions.

Abutting. Sharing a common boundary, of at least one point contiguous to, having district boundaries or lot lines in common (i.e., not separated by an alley, public or private right-of-way, or street).

Accessory building. A building or part of a building which is subordinate to, and the use of which is incidental to that of the main building or use on the same lot.

Accessory dwelling unit (ADU). See Chapter V, Article 2, section 13-35.

Accessory use. A use incidental and subordinate to and devoted exclusively to the main use of the land or building thereon that does not change the character of the structure or use.

Accessory use, residential. A use that is a part of, and clearly incidental and secondary to, a residence; located on the same lot as a residence; and that does not change the character of the residential use such as:

(a) Accessory dwelling unit (ADU)

(b) Home occupations

(c) Personal property sales (i.e., garage or yard sales).

Adjacent. Same as abutting, but also includes properties which are separated by a public right-of-way, not exceeding 120 feet in width.

Administrative adjustment. A discretionary entitlement, usually granted by the zoning administrator, which permits limited deviation from the strict application of the development standards contained in this Zoning Code, based on specified findings.

Adult business. See Chapter IX, Special Land Use Regulations, Article 1, Adult Businesses, for specific definitions and terms.

Alcoholism or drug abuse recovery or treatment facility. Adult alcoholism or drug abuse recovery or treatment facilities that are licensed pursuant to section 11834.01 of the California Health and Safety Code. Alcoholism or drug abuse recovery or treatment facilities are a subset of residential care facilities.

Alteration (structure). Any construction, addition or physical change in the internal arrangement of rooms or the supporting members of a structure, or change in the appearance of any structure, except paint.

Ambient noise level. The all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

Antenna. Any structure, including, but not limited to, a monopole, tower, parabolic and/or disk shaped device in single or multiple combinations of either solid or mesh construction, intended for the purpose of receiving or transmitting communication to or from another antenna, device or orbiting satellite, as well as supporting equipment

necessary to install or mount the antenna.

Antenna, amateur radio. An antenna array and its associated support structure, such as a mast or tower, that is used for the purpose of transmitting and receiving radio signals in conjunction with an amateur radio station licensed by the Federal Communications Commission.

Antenna, communication. All types of receiving and transmitting antennas, except satellite dish antennas and amateur radio antennas. Communication antenna includes, but is not limited to, cable television antennas, cellular radiotelephone cell antennas, FM digital communication antennas, microwave telephone communication antennas, and shortwave communication and other similar antennas.

Antenna height. The distance from the property's grade to the highest point of the antenna and its associated support structure when fully extended.

Antenna, satellite dish. An antenna intended for the purpose of receiving or transmitting communication to or from an orbiting satellite.

Antenna, whip. An antenna and its support structure consisting of a single, slender, rod-like element which is supported only at or near its base.

Apartment. A rental or lease dwelling having kitchen facilities in a structure designed or used to house at least one family, as the term "family" is defined in this Zoning Code.

Assembly use. A use conducted in a structure or portion of a structure for the purpose of a civic, education, political, religious, or social function or for the consumption or receipt of food and/or beverages. Assembly use includes, but is not limited to, churches and other places of religious assembly, mortuaries, primary and secondary schools, trade and vocational schools, colleges, amusement centers, billiards parlors, bowling centers, establishments where food or beverages are served, motion picture theaters, physical fitness facilities, skating rinks, and dance, martial arts, and music studios. Assembly use does not include sexually oriented businesses.

Association (homeowners'). The organization of persons who own a lot, parcel, area, airspace, or right of exclusive occupancy in a common interest development and who have interests in the control of common areas of such project.

Attached (structure). Any structure that has a wall or roof in common with another structure.

Attic. Any non-habitable area immediately below the roof and wholly or partly within the roof framing.

Awning. A roof-like cover that projects from the wall of a building for the purpose of shielding the sun or providing an architectural accent.

Basement. A space wholly or partially underground and having more than 1/2 of its height, measuring from floor to ceiling, below the average grade. If the finished floor level directly above the basement is more than four feet above grade at any point, the basement shall be considered a story.

Boardinghouse. A dwelling unit, other than a hotel, wherein rooms are rented under two or more separate written or oral rental agreements, leases or subleases or combination thereof, whether or not the owner, agent or rental manager resides within the dwelling unit. Boardinghouse, small means two or fewer rooms being rented to a maximum of three occupants per dwelling unit. Boardinghouse, large means three to six rooms being rented to a maximum of six occupants per dwelling unit. Boardinghouses renting two or fewer rooms and having more than three occupants, or renting more than six rooms and/or having more than six occupants, per dwelling unit are prohibited.

Building. Any structure having roof and walls and requiring permanent location on the ground, built and maintained for the support, shelter or enclosure of persons, animals, chattels or property of any kind.

Building height. The distance from the finished grade (as defined in this section) to the highest point on the roof, including roof-top mechanical equipment and screening.

Building, main. The building or buildings within which the principal use permitted on the lot is conducted.

Carport. A permanent, roofed structure, not completely enclosed which is used for vehicle parking.

Central administrative office. An establishment primarily engaged in management and general administrative functions performed centrally for other establishments of the same company.

Churches and other places of religious assembly. A type of assembly use which has the principal purpose of religious worship and for which the primary space is a sanctuary. Religious activities and services held in the sanctuary are conducted at scheduled times. The use may also include accessory facilities in the same or separate building that includes classrooms, assembly rooms, restrooms, kitchen, and a library. Other uses such as, but not limited to, day care facilities, nursery schools, schools, retail sales, and services to businesses, are not considered a primary function of churches and other places of religious assembly.

Cigar bar. See Smoking lounge.

City. City of Costa Mesa.

Common area. Those portions of a project area which are designed, intended or used in common and not under the exclusive control or possession of owners or occupants of individual units in planned development projects or common interest developments.

Common interest development. A development as defined in State Civil Code section 1350, containing two or more common interest units, as defined in Civil Code section 783; a community apartment project, as defined in State Business and Professional Code section 11004, containing two or more rights of exclusive occupancy; and a stock cooperative, as defined in Business and Professional Code section 11003.2, containing two or more rights of exclusive occupancy.

Conditional use permit. A discretionary approval usually granted by the planning

commission which allows a use or activity not allowed as a matter of right, based on specified findings.

Convenience stores, mini-markets. A retail store, generally less than 10,000 square feet in area, that sells a variety of convenience foods, beverages and non-food items. Fresh dairy products, produce and/or meat may be offered on a limited basis.

County. County of Orange.

Covered parking space. A garage, carport or parking space which is completely covered by a roof.

Density bonus. A minimum increase of 25% over the allowable residential dwelling unit density as specified by the zoning classification.

Development. The division of land into two or more lots; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill, or land disturbance; and any use or extension of the use of land.

Development review. The processing of a development plan when authority for approval is vested in the planning division.

Development services department means the Development Services Department of the City of Costa Mesa.

Development services director. The director of development services of the City of Costa Mesa, or his or her designee.

Disabled shall have the same meaning as handicapped.

Dormer. A vertical window in a projection built out from a sloping roof.

Driveway, common. A paved area for vehicle circulation and parking purposes which features joint use between two or more parties.

Driveway, individual. The paved area strictly leading to the garage/carport of a residence. This paved area serves vehicle parking purposes and does not extend beyond the garage/carport unless a curvilinear design is necessary for the turning radius.

Dwelling, single-family. "Dwelling, single-family" or "single-family dwelling" is a building of permanent character placed in a permanent location which is designed or used for residential occupancy by one family. A single mobile home on a foundation system on a single lot is a single-family dwelling. (See Manufactured housing).

Dwelling, multi-family. "Dwelling, multi-family" or "multi-family dwelling" is a building or buildings of permanent character placed on one lot which is designed or used for residential occupancy by two or more families.

Dwelling unit. One or more rooms in any building designed for occupancy by one family, and containing one kitchen unit, including manufactured housing. (See Manufactured housing).

Easement. A grant of one or more property rights by the owner for use by the public, a corporation or another person or entity.

Electronic cigarette. An electronic and/or battery-operated device used to provide an inhalable dose of nicotine by delivering a vaporized solution. The term includes any such device manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. The term does not include any medical inhaler prescribed by a licensed doctor.

Electronic game machine. Any electronic or mechanical device which upon insertion of a coin, slug, or token in any slot or receptacle attached to the device or connected therewith, operates, or which may be operated for use as a game, contest, or amusement through the exercise of skill or chance.

Emergency shelters. A facility that provides immediate and short-term housing for homeless persons that is limited to occupancy of six months or less. Supplemental services may include counseling and access to social programs. No individual or household may be denied to emergency shelter because of an inability to pay.

Entertainment (live). Any act, play, revue, pantomime scene, dance act, musical performance, or any combination thereof, performed by one or more persons whether or not they are compensated for the performance.

Establishment where food or beverages are served. Any commercial use that sells prepared food and/or beverages for consumption on site or off site, either solely or in conjunction with an ancillary or complementary use. Excluded from this definition are grocery stores, convenience stores, movie theaters, and other such uses, as determined by the development services director, where the sale of food or beverages is clearly incidental to the primary use. All establishments selling alcoholic beverages for consumption on-site are included within this definition

Fair housing laws. The Federal Fair Housing Act, the Americans with Disabilities Act, and the California Fair Employment and Housing Act, as each statute may be amended from time to time, and each statute's implementing regulations.

Family. One or more persons occupying one dwelling unit and living together as a single housekeeping unit.

Family day care home, large. A home which provides family day care to seven to 14 children as defined in section 1596.78 of the State Health and Safety Code.

Family day care home, small. A home which provides family day care to eight or fewer children as defined in section 1596.78 of the State Health and Safety Code.

Floor area ratio. The gross floor area of a building or project divided by the project lot area upon which it is located.

Garage. An accessory or attached enclosed building with doors, designed and/or used for vehicle parking.

Garage sale. An event for the purpose of selling or trading personal property. Garage

sale includes yard sale.

General plan. The City of Costa Mesa General Plan as adopted or amended from time to time by the city council.

Grade. The lowest point of the finished surface elevation of either the ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than five feet from the building, between the building and a line five feet from the building.

Grade, finished. The surface of the ground at a stated location as it exists after completion of precise grading.

Grade, natural. The unaltered natural surface of the ground at a stated location.

Gross acreage. The total area within the lot lines of a lot of land before public streets, easements or other areas to be dedicated or reserved for public use are deducted from such lot, and not including adjacent lands already dedicated for such purposes.

Gross floor area. The area of all floors within the walls of a structure except elevator and other vertical shafts (including stairwells) and elevator equipment areas..

Gross leasable area. The total floor area designed for tenant occupancy and exclusive use, including both owned and leased areas.

Group home. A facility that is being used as a supportive living environment for persons who are considered handicapped under state or federal law. A group home operated by a single operator or service provider (whether licensed or unlicensed) constitutes a single facility, whether the facility occupies one or more dwelling units. Group homes shall not include the following: (1) residential care facilities; (2) any group home that operates as a single housekeeping unit.

Guestroom. A room occupied or intended, arranged, or designed for occupancy by one or more guests.

Handicapped. As more specifically defined under the fair housing laws, a person who has a physical or mental impairment that limits one or more major life activities, a person who is regarded as having that type of impairment, or a person who has a record of that type of impairment, not including current, illegal use of a controlled substance.

Hazardous materials. Any material of quantity, concentration, physical or chemical characteristics, that poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or environment; or any material requiring a Material Safety Data Sheet according to Title **8**, section 339 of the State Code of Regulation.

Height. See Building height and Antenna height.

Home occupation. Any business or commercial use conducted within a dwelling unit.

Hookah lounge. See Smoking lounge.

Hotel. Any building or combination of buildings generally three or more stories in height containing six or more guest rooms offering transient lodging accommodations to the general public and providing incidental guest services such as food and beverage service, recreation facilities, retail services and banquet, reception and meeting rooms. Typically, room access is provided through a main or central lobby.

Household includes all the people occupying a dwelling unit, and includes people who live in different units governed by the same operator.

Individual counseling. A single-operator business that provides individual and/or family counseling and occupies no more than 500 square feet of total square footage, including but not limited to an office suite and corresponding proportion of any common waiting areas. Any counseling use with a floor area of more than 500 square feet shall be considered a group counseling use.

Integral facilities. Any combination of two or more group homes which may or may not be located on the same or contiguous parcels of land, that are under the control and management of the same owner, operator, management company or licensee or any affiliate of any of them, and are integrated components of one operation shall be referred to as integral facilities and shall be considered one facility for purposes of applying federal, state and local laws to its operation. Examples of such integral facilities include, but are not limited to, the provision of housing in one facility and recovery programming, treatment, meals, or any other service or services to program participants in another facility or facilities or by assigning staff or a consultant or consultants to provide services to the same program participants in more than one licensed or unlicensed facility.

Integral uses. Any two or more residential care programs commonly administered by the same owner, operator, management company or licensee, or any affiliate of any of them, in a manner in which participants in two or more care programs participate simultaneously in any care or recovery activity or activities so commonly administered. Any such integral use shall be considered one use for purposes of applying federal, state and local laws to its operation.

Intersection. The general area where two or more roadways join or cross.

Kitchen. Any room, all or part of which is designed and/or used for storage, refrigeration, cooking and preparation of food.

Landscaping. Plant materials such as lawn, groundcover, trees and shrubs.

Loft. An intermediate floor placed within a room, where the clear height above and below the loft is not less than seven feet, and where the aggregate area of the loft does not exceed 1/3 of the area of the room in which it is located.

Lot.

(a) A parcel of real property when shown as a delineated parcel of land with a number or designation on a subdivision map or parcel map recorded in the office of the county recorder, and created in conformance with the Subdivision Map Act and

applicable local ordinances.

(b) A parcel of real property when shown on a record of survey map or deed filed in the office of the county recorder, when such map or deed was filed as the result of and was made a condition of a lot division approved under the authority of prior ordinances.

Lot area. The total land area of a project after all required dedications or reservations for public improvements, including, but not limited to, streets, parks, schools, and flood control channels. This phrase does not apply in the planned development zones where the phrase "site area," as defined in Chapter V, Development Standards, is used.

Lot, corner. A lot abutting on and at the intersection of two or more streets which intersect at an angle that is equal to or less than 135 degrees.

Lot, depth. The average of the horizontal distance between the front and the rear lot lines.

Lot, development. The master lot or project site upon which a development will be constructed.

Lot, individual dwelling unit. An individual building site or lot within a development intended for construction of a single attached or detached dwelling unit.

Lot, interior. A lot abutting only one street, or a lot abutting two streets which intersect at an angle greater than 135 degrees.

Lot, width. The horizontal distance between the side lot lines measured at right angles to the lot depth at the front building setback line.

Manufactured housing. Detached housing that is built to the National Manufactured Housing Construction and Safety Standards Act of 1974, including structures known as manufactured homes and mobile homes. For the purpose of this Zoning Code, a factory-built single-family structure that is manufactured under the authority of 42 U.S.C. section 5401, the National Manufactured Home Construction and Safety Standards Act, transportable in one or more sections, built on a permanent chassis and used as a place of human habitation, shall be considered a single-family home and shall be reviewed under the same standards as a sitebuilt structure.

Marijuana. Has the same definition as that set forth in California Health and Safety Code section 11018.

Marijuana cultivation and/or medical marijuana cultivation. The planting, growing, harvesting, drying or processing of marijuana plants or any part thereof for any purpose, including medical marijuana, and shall include both indoor and outdoor cultivation.

Master plan. The overall development plan for a parcel or parcels which is depicted in both a written and graphic format.

Master plan of highways. The graphic representation of the city's ultimate circulation system contained in the general plan. It illustrates the alignment of the major, primary, secondary and collector highways.

Median. A paved or planted area separating a parking area, street, or highway, into two or more lanes or directions of travel.

Medical marijuana. Marijuana used for medical purposes in accordance with California Health and Safety Code section 11362.5.

Medical marijuana dispensary. A facility or location where medical marijuana is cultivated or by any other means made available to and/or distributed by or to three or more of the following: a primary caregiver, a qualified patient, or a person with an identification card in strict accordance with State Health and Safety Code sections 11362.5 et seq., and 11362.7 et seq., which shall include, but not be limited to, any facility or location engaging in the retail sale, dispensation, or distribution of marijuana for medical purposes that does not have an active role in the cultivation of the marijuana product that it sells, dispenses, or distributes, or when its cultivation of the marijuana product is off-site from the facility or location for retail sale, dispensation, or distribution.

Minor conditional use permit. A discretionary approval granted by the zoning administrator which allows a use or activity not allowed as a matter of right, based on specified findings.

Minor modification. A discretionary entitlement granted by the planning division, which permits limited deviation from the strict application of the development standards contained in this Zoning Code, based on specified findings.

Mixed use development. The development of lot(s) or structure(s) with two or more different land uses such as, but not limited to a combination of residential, office, manufacturing, retail, public, or entertainment in a single or physically integrated group of structures.

Mobile home. See Manufactured housing.

Mobile home park. Any area or tract of land where two or more mobile home lots are rented or leased, held out for lease or rent, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate manufactured homes or mobile homes. A mobile home park also means a mobile home development constructed according to the requirements of Part 2.1 (commencing with section 18200) of Division 13 of the State Health and Safety Code, and intended for use and sale as a mobile home condominium or cooperative park, or as a mobile home planned unit development.

Motel. Any building or combination of buildings of one to three stories in height having six or more guest rooms with parking located convenient to the guest rooms and providing temporary lodging for automobile tourists and transient visitors. Typically, guest rooms have direct access to available parking without passing through a common lobby area. Motels also include auto courts, tourist courts, motor lodges, motor inns and motor hotels.

Municipal Code. City of Costa Mesa Municipal Code.

Open space. An area that is intended to provide light and air, and is designed for either environmental, scenic or recreational purposes. Open space may include, but is not

limited to, lawns, decorative planting, walkways, active and passive recreational areas, playgrounds, fountains, swimming pools, wooded areas; first floor decks; unenclosed patios with solid or lattice roofs; water courses; and surfaces covered by not more than five feet in depth by projections which are at least eight feet above grade.

Open space shall not include the following: driveways; parking lots; other surfaces designed or intended for vehicular travel; and upper floor decks, balconies or areas under projections which are less than eight feet above grade.

Open space, common. An area of land reserved primarily for the leisure and recreational use of all residents of a planned development or common interest development and owned in common by them, generally through a homeowners' association.

Open space, private. An area of land located adjacent to an individual dwelling unit, owned or leased and maintained by its residents, and reserved exclusively for their use.

Operator means a company, business or individual who provides residential services, i.e., the placement of individuals in a residence, setting of house rules, and governing behavior of the residents as residents. Operator does not include a property owner or property manager that exclusively handles real estate contracting, property management and leasing of the property and that does not otherwise meet the definition of operator.

Organizational documents. The declaration of restrictions, articles of incorporation, bylaws, and any contracts for the maintenance, management or operation of all or any part of a project.

Parcel. Same as Lot.

Parkway. The area of a public street that lies between the curb and the adjacent property line or physical boundary definition, which is used for landscaping and/or passive recreational purposes.

Paved area. Ground surface covered with cobblestone, clay-fired bricks, concrete precast paver units, poured concrete with or without decorative surface materials, or asphaltic or rubber mixture which may include sand, stone, or gravel as an ingredient to create a hard surface. A graded natural surface or one covered with rolled stone or overlaid with loose gravel is not considered paved area.

Peak hour. The hour during the AM peak period (typically 7:00 a.m.—9:00 a.m.) or the PM peak period (typically 3:00 p.m.—6:00 p.m.) in which the greatest number of vehicle trips are generated by a given land use or are traveling on a given roadway.

Permitted use. Any use allowed in a land use zoning district without requiring a discretionary approval, and subject to the provisions applicable to that district.

Planned development. A land area which is developed as an integrated unit under single ownership or control and having planned development zoning designation.

Planning application. A broad term for any development project or land use which requires the discretionary review and approval of either the planning division, zoning

administrator, planning commission, or city council. Planning applications include administrative adjustments, conditional use permits, development reviews, variances, etc.

Planning division. The planning division of the development services department of the City of Costa Mesa.

Project. See Development.

Property line. A line of record bounding a lot which divides one lot from another lot or from a public or private street or any other public space.

Property line, front. For interior lots, the narrowest property line of a lot abutting a public or private street. If two or more equal property lines are narrowest, the front shall be that property line across which the development takes its primary access (if the primary access is determined to be equal, there shall be two front property lines). However, for non-residentially zoned property, any property line abutting a public street designated as a secondary, primary or major street on the master plan of highways shall be deemed a front property line. A non-residentially zoned property shall have more than one front property line when it abuts more than one street designated as secondary, primary, or major on the master plan of highways.

For R-1 zoned property located on corner lots, the front property line may be the property line towards which the front of the dwelling unit is oriented.

Property line, rear. The property line opposite the front property line. A corner lot with more than one front property line shall have more than one rear property line. Irregularly shaped lots may also have more than one rear property line.

Property line, side. Any property line which is not a front or rear property line.

Property line, ultimate. The boundary of a lot after the dedication of land for use as public right(s)-of-way, whether dedicated in fee or by easement. A setback is measured from the ultimate property line.

Public area. Establishments where food or beverages are served. That portion of an establishment reserved for the exclusive use of the public for the receipt or consumption of food and/or beverages. For the purpose of this Zoning Code, public area shall not include restrooms, kitchens, hallways or other areas restricted to employees only.

Public hearing. A public proceeding conducted for the purpose of acquiring information or evidence which may be considered in evaluating a proposed action, and which affords to any affected person or persons the opportunity to present their views, opinions, and information on such proposed applications. "Mandatory hearings" are those required to be held by law, and "discretionary hearings" are those which may be held within the sole discretion of the hearing body.

Public right-of-way. A strip of land acquired by reservation, dedication, prescription or condemnation and intended to be occupied by a road, trail, water line, sanitary sewer and/or other public uses.

Recyclable materials. Reusable materials, including, but not limited to, metals, glass,

plastic and paper which are intended for reuse, remanufacture or reconstruction. Recyclable materials do not include refuse, hazardous materials or hazardous waste.

Recycling. The process by which waste products are reduced to raw materials and transformed into new products.

Recycling and collection facility. A building or enclosed space used for the collection and processing of recyclable materials for preparation for shipment, or to an end user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning or remanufacturing.

Referral facility. A residential care facility or a group home where one or more person's residency in the facility is pursuant to a court order or directive from an agency in the criminal justice system.

Residential care facility. A residential facility licensed by the state where care, services, or treatment is provided to persons living in a supportive community residential setting. Residential care facilities include, but may not be limited to, the following: intermediate care facilities for the developmentally disabled (Health & Safety Code §§ 1267.8, 1267.9); community care facilities (Health & Safety Code § 1500 et seq.); residential care facilities for the elderly (Health & Safety Code § 1569 et seq.); residential care facilities for the chronically ill (22 C.C.R. § 87801(a)(5); Health & Safety Code § 1568.02); alcoholism and drug abuse facilities (Health & Safety Code §§ 11834.02—11834.30); pediatric day health and respite care facilities (Health & Safety Code § 1760 et seq.); residential health care facilities, including congregate living health facilities (Health & Safety Code §§ 1265—1271.1, 1250(i), 1250(e), (h)); family care home, foster home, group home for the mentally disordered or otherwise handicapped persons or dependent and neglected children (Wel. & Inst. Code §§ 5115—5120).

Residential, multi-family. Apartments, common interest developments, townhouses and similar multiple-family residential developments, including detached single-family homes where there is more than one primary dwelling unit on a lot.

Residential, single-family. Detached single-family home where there is no more than one primary dwelling unit on a lot.

Room, bedroom. A fully-enclosed room designed or intended to be used for sleeping purposes within a residence that typically includes a closet and is separated from the other living spaces with a door.

Room, home office. A room designed and intended to be used for a household office or small business related activity within a residence. Within a single-family detached residence, this room is strictly not intended for sleeping purposes, and lacks direct access to a bathroom. The home office may also be referred to as a studio, den, study or library.

Senior congregate care facility. A structure(s) providing residence for 13 or more senior citizens with kitchen, dining, recreational, etc. facilities with separate bedrooms and/or living quarters.

Setback. The required distance that a building, structure, parking or other designated

item must be located from a property line or lot line. A setback is measured from the ultimate property line.

Single housekeeping unit. The occupants of a dwelling unit have established ties and familiarity with each other, including jointly use of and responsibility for common areas, and may include interaction with each other, shared meals, household activities, and expenses and responsibilities.; membership in the single housekeeping unit is fairly stable as opposed to transient, members have some control over who becomes a member of the household, and the residential activities of the household are conducted on a nonprofit basis. There is a rebuttable presumption that integral facilities do not constitute single housekeeping units. Additional indicia that a household is not operating as a single housekeeping unit include, but are not limited to: the occupants do not share a lease agreement or ownership of the property; members of the household have separate, private entrances from other members; members of the household have locks on their bedroom doors; members of the household have separate food storage facilities, such as separate refrigerators.

Single room occupancy residential hotel. A residential hotel, allowed in certain commercial zones, that contains units designed for long-term occupancy by a single person, although double occupancy may be permitted.

Slope. The degree of deviation of a surface from the horizontal plane, usually expressed in percent or degrees.

Small lot subdivision. A residential development containing a maximum of 15 detached or townhome style units with no common walls where each unit is independently constructed on an individual parcel and the land is subdivided into fee simple parcels containing each unit. Each individual lot is provided with either a direct access to public street/alley or an easement access through a recorded subdivision map.

Smoking lounge. Any facility or location whose business operation, whether as a primary use or an ancillary use, is characterized by the sale, offering, and/or preparation of smoking of tobacco, cigars, hookah, electronic cigarettes, or similar products, including but not limited to establishments known variously as hookah parlors, vaping lounges, or cigar bars.

Smoking/vaping retailer. A smoke shop, electronic cigarette retailer, vapor cigarette retailer, or any other retail business that sells tobacco, electronic cigarettes, and related products primarily for off-site consumption. Smoking/vaping retailers shall not include food or beverage service, outdoor seating, or an indoor seating area greater than 100 square feet in area.

Sober living home. A group home for persons who are recovering from a drug and/or alcohol addiction and who are considered handicapped under state or federal law. Sober living homes shall not include the following: (1) residential care facilities; (2) any sober living home that operates as a single housekeeping unit.

Specialty store. A retail store less than 3,000 square feet in area with hours of operation between 6:00 a.m. and 11:00 p.m. A specialty store offers a combination of foods and beverages for off-site use or consumption and provides for alcoholic beverage sales

that are incidental to the primary use. No more than 10% of the total merchandise area of the retail floor may be devoted to display or sale of alcoholic beverages and only non-refrigerated alcoholic beverages may be offered. A specialty store must comply with the operational standards of section 13-200.72.

Specific plan. A plan consisting of text, maps, and other documents and exhibits regulating development within a defined area of the city, consistent with the general plan and the provisions of State Government Code section 65450 et seq.

State. State of California.

Story. For purposes related to zoning regulations, a story is that portion of a building included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, then the space between such floor and the ceiling next above it shall constitute a story. An attic shall not be considered a story. A basement or cellar shall not be considered a story, if the finished floor level directly above the basement or cellar is less than four feet above finish grade at all locations. Any uncovered deck or activity area above the first story shall be considered a story.

Street. A public or private thoroughfare that provides primary access to adjacent land and local traffic movements. Streets do not include driveways which only provide access to parking areas.

Structure. Anything, including a building, located on the ground in a permanent location or attached to something having a permanent location on the ground.

Supportive housing. Housing with no limit on length of stay, that is occupied by the target population, and that is linked to on site or off site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing that is provided in single-family dwelling, multi-family dwelling units, residential care facilities, or boarding house uses, shall be permitted, conditionally permitted or prohibited in the same manner as the other single-family dwelling, multi-family dwelling units, residential care facilities, or boarding house uses under this Code.

Tandem parking. An arrangement of parking spaces one behind the other in a row of maximum two cars including one in the garage space. Tandem garage parking is defined as the placement of standard parking spaces one behind the other within the enclosed area of a garage.

Townhouse. A single-family attached dwelling unit located on an individual dwelling unit lot, and is part of a row of units that contains three or more dwelling units.

Transitional housing. A development with buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Transitional housing that is provided in single-family dwelling, multi-family dwelling units, residential care facilities, or boarding house uses, shall be permitted, conditionally permitted or prohibited in the same manner as the other single-family dwelling, multi-

family dwelling units, residential care facilities, or boarding house uses under this Code.

Trip (vehicle). A one-way vehicular journey either to or from a site, or totally within the site i.e. internal trip. Each trip has two trip ends, one at the beginning and the other at the destination.

Trip rate (vehicular). The anticipated number of vehicle trips to be generated by a specific land use type or land use classification. The trip rate is expressed as a given number of vehicle trips for a given unit of development intensity (i.e., trip per unit, trip per 1,000 square feet, etc.).

Uncontrolled environment. A location where there is the exposure (to radiofrequency radiation) of individuals who have no knowledge or control of their exposure. The exposures may occur in living quarters or work places where there are no expectations that the exposure levels may exceed the exposure and induced current levels permitted for the general public.

Underroof. All of the area within the walls of the building that a roof covers. Areas under porches, roof overhangs, garage protrusions, breezeways and other similar architectural design features are not considered as underroof.

Unit. A particular building or structure, or portion thereof, that is designed, intended or used for exclusive occupancy, possession or control of individual owners or occupiers, whether or not they have interests in common areas of the project.

Use. The purpose (type and extent) for which land or a building is arranged, designed, or intended, or for which either land or a structure is occupied or maintained.

Warehouse, mini. A structure or group of structures for the dead storage of customer's goods and wares where individual stalls or lockers are rented out to different tenants for storage and where at least one of the stalls or lockers has less than 500 square feet of floor area.

Warehouse, public. A structure or group of structures for the dead storage of customer's goods and wares where individual stalls or lockers are rented out to different tenants for storage and where all the stalls or lockers have more than 500 square feet of floor area.

Vacancy rate (common lot development conversion). The ratio of vacant apartments being offered for rent or lease in the City of Costa Mesa, shown as a percentage of the total number of apartments in the city.

Vape lounge. See Smoking lounge.

Vape shop. See Smoking/vaping retailer.

Variance. A discretionary entitlement, usually granted by the planning commission, which permits departure from the strict application of the development standards contained in this Zoning Code, based on specified findings.

Yard. Any open space on a lot unoccupied and unobstructed from the ground upward, except an inside court.

Yard, front. The yard between the front line of a building and the front line of the lot upon which the building is located.

Yard, rear. The yard extending from the extreme rear line of the main building to the rear lot line on which the building is situated.

Yard, side. The yard extending from the front yard, or from the front lot line where no front yard is required, to the rear yard or rear lot line, between the side lot line and the nearest wall of the main building or any accessory structure attached thereto.

Zero lot line. The location of a structure on a lot in such a manner that one or more of the structure's sides rest directly on a lot line.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 4, 3-2-98; Ord. No. 00-5, § 1(a), 3-20-00; Ord. No. 01-16, § 1a., 6-18-01; Ord. No. 05-11, § 2a., 7-19-05; Ord. No. 06-18, § 1, 9-5-06; Ord. No. 09-3, §§ 1a., b., 5-19-09; Ord. No. 09-4, § 1a., 5-5-09; Ord. No. 10-13, § 1, 10-19-10; Ord. No. 10-14, § 1, 11-16-10; Ord. No. 11-10, § 1, 9-20-11; Ord. No. 13-1, § 2A., 3-19-13; Ord. No. 13-05, § 1, 12-3-13; Ord. No. 14-04, § 2A., 4-1-14; Ord. No. 14-13, § 1, 10-21-14; Ord. No. 15-10, § 2A, 9-15-15; Ord. No. 15-11, § 1, 11-17-15; Ord. No. 16-01, § 1, 1-19-16; Ord. No. 18-03, § 2, 1-16-18; Ord. No. 21-03, § 3, 3-2-21; Ord. No. 21-20, § 1, 12-7-21)

Section 13-28 Types

(a) Administrative adjustment. Any deviation from an adopted development standard in this Zoning Code that meets the criteria listed in Table 13-28(a).

TABLE 13-28(a)
ADMINISTRATIVE ADJUSTMENTS

Standard	Deviation Range
Decrease in required front yard depth; provided that in residential zones, the garage is set back a minimum of 19 feet from the front property line.	More than 20% but no more than 40%
Decrease in required rear yard depth.	More than 20% but no more than 40%
Decrease in required side yard width.	More than 20% but no more than 40%
Increase in maximum fence/wall height, except within setbacks adjacent to the public right-of-way.	More than 33 1/3 % but no more than 50%
Increase in depth of permitted projections into required yards.	More than 20% but no more than 40%
Deviation in sign area, height, setbacks, separation and other sign specifications	More than 10% but no more than 20%
Decrease in required distance between main structures	More than 20% but no more than 40%
Decrease in required distance between accessory	More than 20% but no more than

TABLE 13-28(a) ADMINISTRATIVE ADJUSTMENTS	
Standard	**Deviation Range**
and main structures	40%

(b) Conditional use permit. Any use specified in this Zoning Code as requiring a conditional use permit.

(1) Common interest development conversion. For residential projects, a proposal to convert an occupied or previously occupied apartment complex to a residential common interest development project. To request a conversion for a newly constructed project, the apartment complex shall have received final building approval for occupancy. For non-residential projects, a proposal to convert an occupied or previously occupied non-residential complex to a non-residential common interest development. Non-residential includes industrial, commercial, office, and/or mixed-use project.

(c) Density bonus or incentive. Any request for incentives to produce lower income and senior housing per State Government Code section 65915.

(d) Design review. Any construction that results in three or more dwelling units on a development lot in any residential zone, except planned development, shall be subject to design review.

(e) Development review. The following shall be subject to development review:

(1) Two-story residential construction. In the R2-MD, R2-HD, and R3 zones, any two-story construction on a lot where there are two or fewer dwelling units or any second-story addition on a lot with more than two dwelling units that complies with any residential design guidelines adopted by city council.

(2) Construction of new buildings or additions to existing buildings in the AP, CL, C1, C2, C1-S, MG, or MP zones. However, building additions that do not exceed 2,000 square feet or 50% of the existing building area, whichever is less, and comply with all applicable development standards shall not be subject to development review; and,

(3) Any other use specified in this Zoning Code as requiring development review.

(f) Lot line adjustment. Any adjustment to an existing lot line between two lots, where the land taken from one lot is added to an abutting lot and/or where a greater number of lots than originally existed is not created. A lot line adjustment may be used to combine no more than four abutting lots.

(g) Master plan. Prior to development in the planned development (PD), town center (TC), shopping center (C1-S), mixed-use overlay (MU), and all types of institutional and recreational (I&R, I&R-S, and I&R-MLT) zoning districts, a master plan is

required. Preliminary master plans are required in the TC and I&R-MLT zone, are optional in PD and MU zones, and are not required in C1-S, I&R-S, and I&R zones.

(1) Minor changes. Minor changes in the location, siting or character of buildings and structures may be authorized by the planning division if required by the final engineering or other circumstances not foreseen at the time the master plan was approved. No change authorized under this section may cause any of the following:
   a. A change in the use or character of the development;
   b. An increase in the overall density or floor area ratio of the development;
   c. An increase in overall coverage of structures;
   d. A reduction or change in character of approved open space;
   e. A reduction of required off-street parking;
   f. A detrimental alteration to the pedestrian, vehicular and bicycle circulation and utility networks;
   g. A reduction in required street pavement widths;
   h. An increase of more than six inches in building height; or
   i. A decrease in building setback greater than can be approved by a minor modification by the development services director.

(2) Major amendments. Substantial amendments to the master plan encompassing one or more of the minor changes listed in subparagraphs (1)a. through (1)i., or any proposed change determined by the development services director as a major amendment, shall be subject to review and approval by the zoning administrator. Furthermore, if the major amendment results in an overall building square footage that exceeds the maximum density or building square footage allowed by the approved master plan, the zoning administrator must find that the major amendment is consistent with the density, floor area ratio, and trip budget standards established by the general plan, as applicable.

(3) Minor amendments.
   a. Minor amendments to existing master plans in planned development zones are subject to section 13-56, master plan required.
   b. Minor amendments to existing master plans in the TC, C1-S, MU, I&R, I&R-S, and I&R-MLT zones may be approved by development review if the planning division finds that the proposed construction does not materially affect required open space, floor area ratio, and parking requirements specified in the approved master plan. Furthermore, if the minor amendment results in an overall building square footage that exceeds the maximum building square footage allowed by the approved master plan, the planning division must find that the minor amendment is consistent with the floor area ratio and trip budget standards established by the general plan, as applicable.

(4) Mixed-use development plan screening application. Applicants for residential or mixed-use development projects in a mixed-use overlay district shall submit a screening application for consideration by city council at a public meeting. No other concurrent application for development may be submitted for processing until city council comments have been received. The purpose of the screening application is to receive city council comments on the merits and appropriateness of the proposed development. No other action on the screening application will be taken by city council. The submittal requirements for the screening review are specified on the city's planning application form, and the city council's review comments on the proposed project for processing shall not set precedent for approval of the master plan.

(h) Minor conditional use permit. Any use or deviation from development standards specified in this Zoning Code as requiring a minor conditional use permit.

(i) Minor design review. The following shall be subject to minor design review:

(1) Two-story residential construction that does not comply with any residential design guidelines adopted by the city council in the following zones:

a. R1 zone. Any two-story construction or second-floor addition; and

b. R2-MD, R2-HD, and R3 zones. Any two-story construction on a lot that results in two or fewer dwelling units or any second-story addition on a lot with more than two dwelling units.

(2) Reserved for future use.

(3) Any deviation from development standards specified in this Zoning Code as requiring a minor design review.

(j) Minor modification. Any deviation from an adopted development standard in this Zoning Code that meets the criteria listed in Table 13-28(j)(1).

TABLE 13-28(j)(1)
MINOR MODIFICATION

Standard	Deviation Range
Decrease in required front yard depth; provided that in residential zones, the garage is set back a minimum of 19 feet from the front property line	20% or less
Decrease in required rear yard depth	20% or less
Decrease in required side yard width	20% or less
Increase in maximum fence/wall height, except within setbacks adjacent to the public right-of-way	33 1/3 % or less
Decrease in five-foot setback on street side for fences/walls in excess of 36 inches on corner lots in multi-family	100% or less

TABLE 13-28(j)(1) MINOR MODIFICATION	
Standard	**Deviation Range**
residential zones	
Increase in depth of permitted projections into required yards	20% or less
Decrease in minimum driveway width for two or more dwelling units	to not less than 10 feet
Deviation in sign area, height, setbacks, separation and other sign specifications	10% or less
Decrease in required distance between main structures	20% or less
Decrease in required distance between accessory and main structures	20% or less
Decrease in minimum width and length of garage dimensions	5% or less

(2) Minor building additions that encroach into required setbacks no further than the existing main structure, excluding architectural features. However, no nonconforming setback width or depth may be decreased further, and the building addition shall comply with all other applicable sections of this Zoning Code and other codes.

(3) Fabric awnings that project no more than five feet from the building face.

(4) Minimum length of no less than 18 feet for driveways as measured from the ultimate property line.

(5) Any deviation from development standards specified in this Zoning Code as requiring a minor modification.

(k) Mobile home park conversion. Any conversion of an existing mobile home park to any other use permitted or conditionally permitted in the applicable zoning district.

(l) Planned signing program. A voluntary, optional alternative to the general sign regulations, except in the C1-S zone where it is required.

(m)Reasonable accommodation. As defined in section 13-200.62

(n) (Reserved)

(o) Rezone. Any proposed change to the official zoning map.

(p) Special use permit. Refer to Chapter XV of the Zoning Code.

(q) Specific plan conformity review. Any proposed action or land use which is required by the applicable specific plan to be reviewed for conformity with the purpose and intent of the plan.

(r) Tentative tract or parcel map (including vesting). Any proposed subdivision of land which is required by a provision of the Subdivision Map Act or this Zoning Code to file a tentative tract or parcel map.

(s) Variance. Any deviation from a development standard in this Zoning Code that is not specified as a minor modification or administrative adjustment, or a deviation that is not allowed by approval of conditional use permit, minor conditional use permit, or specific plan conformity procedure.

(t) Landmarks and historic districts located within the city. A person may request placement of a significant historic structure on the local Register of Historic Places subject to the criteria and procedures established in Chapter IX, Article 14, Historic Preservation.

(u) Certificate of appropriateness. A certificate issued by the planning commission (or other commission/committee designated by the city council), approving plans, specifications, or statements of work for any proposed alteration, restoration, or rehabilitation, construction, relocation, or demolition, in whole or in part, of a "designated cultural resource" listed on the city's local Register of Historic Places.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 99-17, § 3, 11-15-99; Ord. No. 01-10, §§ 1a., 1b., 3-5-01; Ord. No. 01-16, § 1b., 6-18-01; Ord. No. 02-4, § 1m, 3-18-02; Ord. No. 03-4, § 1(a), 6-2-03; Ord. No. 03-8, §§ 1, 2, 9-2-03; Ord. No. 05-3, § 1b., 2-7-05; Ord. No. 05-2, § 1a.—c., 2-22-05; Ord. No. 06-9, § 1b., 4-18-06; Ord. No. 07-17, § 1a., b., 10-2-07; Ord. No. 11-10, § 1, 9-20-11; Ord. No. 16-09, § 3, 10-4-16; Ord. No. 21-20, § 1, 12-7-21)

Section 13-30 Purpose.

The purpose of this chapter is to provide a comprehensive list of uses which are permitted, conditionally permitted, or prohibited in the various zoning districts, as represented by Table 13-30, Land Use Matrix. In evaluating a proposed use, the following criteria shall also be considered:

(a) Uses determined as permitted may be subject to a discretionary review when construction is proposed, pursuant to Chapter III, Planning Applications.

(b) Uses proposed in the planned development zones are subject to verification of consistency with the master plan adopted for planned development zones. A proposed use not expressly allowed by the adopted master plan may require additional discretionary review pursuant to Table 13-30, Land Use Matrix.

(c) All listed uses in the matrix are subject to verification of compliance with density and floor area ratio limits, parking requirements and performance standards which may, in certain cases, prevent the establishment of the use.

(d) Any proposed use not listed in the Land Use Matrix shall be reviewed by the development services director to determine its similarity to another listed use. If no substantial similarity exists, the proposed use shall require approval of a conditional use permit prior to establishment of the use.

(e) For the purpose of Table 13-30, Land Use Matrix, the various zoning districts are labeled as follows:

Residential zones: R1, R2-MD, R2-HD, and R3

Commercial zones: AP, CL, C1, C2, C1-S, and TC

Industrial zones: MG and MP

Planned Development Residential zones: PDR-LD, PDR-MD, PDR-HD, and PDR-NCM

Planned Development Commercial zone: PDC

Planned Development Industrial zone: PDI

The Parking zone: P

Institutional and Recreational zones: I & R, I & R-S, and I & R-MLT

(f) For zoning districts located in a specific plan area, please refer to the appropriate specific plan text to determine if any additional regulations related to land uses are applicable.

(g) For the mixed-use overlay district located in an urban plan area, please refer to the appropriate urban plan text for additional regulations related to development standards and allowable land uses as applicable.

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
RESIDENTIAL USES																						
1. Single-family dwellings (single housekeeping units)	P[4]	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	•	•	P	•
2. Multi-family dwellings	•	P	P	P	•	•	•	•	•	P	•	•	P	P	P	P	P	P	•	•	P	•
2.1 Common interest developments, residential	•	P	P	P	•	•	•	•	•	P	•	•	P	P	P	P	P	P	•	•	P	•
2.2 Small lot subdivisions, residential	•	P	P	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
3. Mobile home parks	•	C	C	C	•	•	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•
4. Boarding-house, small[7]	•	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	•	•	•	•
5. Boarding-house, large[7]	•	C	C	C	•	•	•	•	•	•	•	•	•	C	C	C	C	C	•	•	•	•
6. Residential care facility, six or fewer persons (State licensed)	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	P	•	P	•
7. Group homes, six or fewer	S	S[6]	S[6]	S[6]	•	•	•	•	•	•	•	•	S[6]	S[6]	S[6]	S[6]	S[6]	S[6]	P	•	P	•
7.1 Sober living homes, six or fewer	S[5]	S[6]	S[6]	S[6]	•	•	•	•	•	•	•	•	S[6]	S[6]	S[6]	S[6]	S[6]	S[6]	P	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																				
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
8. Residential care facility, seven or more	•	C[6]	C[6]	C[6]	•	•	•	•	•	•	•	•	•	C[6]	C[6]	C[6]	C[6]	C[6]	P	•	•	•
9. Group homes, seven or more	•	C[6]	C[6]	C[6]	•	•	•	•	•	•	•	•	•	C[6]	C[6]	C[6]	C[6]	C[6]	P	•	•	•
9.1 Sober living homes, seven or more	•	C[6]	C[6]	C[6]	•	•	•	•	•	•	•	•	•	C[6]	C[6]	C[6]	C[6]	C[6]	P	•	•	•
10. Referral facility (Subject to the requirements of section 13-32.2, referral facility).	•	C[2]	C[2]	C[2]	•	•	•	C[2]	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	•	•
11. Single room occupancy residential hotel (subject to City Council Policy 500-5)	•	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	•	•	•	•	•	•	•	•	•
ACCESSORY USES																						
12. Reserved for future use.																						
13. Animals, keeping of	SEE TITLE 3, ANIMALS AND FOWL																					
14. Antennas: Amateur radio, Satellite dish, Communication	SEE CHAPTER IX, ARTICLE 2, ANTENNAS																					
15. Reserved for future use																						
15.1 Incidental residential use that includes a toilet in combination with a bathtub or shower. This applies to an accessory use contained in a detached structure, or contained within the main structure with no interior connection between the main and incidental use. Land use restriction required.	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P	P	•	•	•	•
16. Day care facilities (15 children or more) (see also Nursery schools)	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	•
17. Family day care—Large (7 to 14 children) (subject to the requirements of section 13-37, large family day care homes)	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P	•	P[2]	•
18. Family day care—Small (up to 8 children)	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P[3]	P[3]	P	•	P[3]	•
19. Garage/yard sales—No more than 2 events permitted a year, not to exceed 3 consecutive days	P	P	P	P	•	•	•	•	•	•	•	•	P	P	P	P	P[3]	P[3]	•	•	P[3]	•
20. Reserved for future use.																						
21. Home occupations (subject to the requirements of chapter IX, article 6, home occupations)	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2,3]	P[2]	P[2]	P[2]	P[2]	P[2,3]	P[2,3]	P[2]	•	P[2]	•
22. Home occupations that generate traffic and do not involve more than 1 customer/ client at a time or more than 8 customers/clients per day (subject to the requirements of ch. IX, article 6, home occupations)	MC[2]	MC[2]	MC[2]	MC[2]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2,3]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2,3]	MC[2,3]	MC[2,3]	•	MC[2,3]	•
22.1 Non-residential accessory uses in a residential development not otherwise specified in this table	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
22.2 Accessory dwelling unit (subject to the requirements of ch. V, section 13-35, accessory dwelling units)	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	P[2]	•
22.3 Junior accessory dwelling unit (subject to the requirements of ch. V, section 13-35, accessory dwelling units)	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	P[2]	•
22.4 Temporary real estate and construction offices (subject to the requirements of ch. IX, art. 10, temporary trailers)	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]
INSTITUTIONAL AND RECREATIONAL USES																						
23. Cemeteries	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•
24. Churches and other places of religious assembly (Subject to the requirements of article **4.5**, development standards for churches and other places of religious assembly)	C[2]	C[2]	C[2]	C[2]	C[2]	C[2]	P[2]	P[2]	C[2]	C[2]	P[2]	P[2]	C[2]	C[2]	C[2]	C[2]	C[2]	C[2]	P[2]	C[2]	C[2]	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
25. Civic and community clubs	C	C	C	C	C	C	P	P	P	P	C	C	C	C	C	C	C	C	C	•	P	•
26. Convalescent hospitals; nursing homes	•	C	C	C	C	C	C	C	•	•	•	•	•	•	•	•	•	•	P	•	•	•
27. Country clubs; golf courses	C	C	C	C	•	•	•	•	•	•	•	•	C	C	C	C	•	•	P	C	•	•
28. Crematories (See also Mortuary services)	•	•	•	•	•	•	•	C	•	•	C	C	•	•	•	•	•	•	C	•	•	•
29. Fairgrounds; outdoor festival (permanent)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	•	•	•
30. Hospitals, general	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	P	•
31. Libraries, privately-operated	C	C	C	C	•	•	C	C	C	C	C	C	C	C	C	C	C	C	P	C	•	•
31a. Marijuana and/or medical marijuana cultivation	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
31b. Cannabis and/or marijuana distributer	•	•	•	•	•	•	•	•	•	•	•	C[9]	•	•	•	•	•	C[9]	•	•	•	
31c. Cannabis and/or marijuana manufacturer or processor	•	•	•	•	•	•	•	•	•	•	•	C[9]	•	•	•	•	•	C[9]	•	•	•	
31d. Cannabis and/or marijuana retail sales storefront	•	•	•	•	•	C[9]	C[9]	C[9]	C[9]	C[9]	•	•	•	•	•	•	•	•	•	•	•	
31e. Cannabis and/or marijuana retail sales nonstorefront (deliveries)	•	•	•	•	•	C[9]	C[9]	C[9]	C[9]	C[9]	•	C[9]	•	•	•	•	•	C[9]	•	•	•	•
31f. Cannabis and/or marijuana research and development and/or testing laboratories	•	•	•	•	•	•	•	•	•	•	•	C[9]	•	•	•	•	•	C[9]	•	•	•	
32. Mortuary services without crematories	•	•	•	•	C	C	C	C	C	•	C	C	•	•	•	•	•	•	C	•	•	•
32a. Needle exchange program	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
33. Nursery schools—See also Day care facilities for 15 or more children	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	•
34. Parks and playgrounds	C	C	C	C	•	•	•	•	•	C	•	•	C	C	C	C	C	C	P	P	P	•
35. Public offices and facilities, such as city halls, court-houses, police/ fire stations, etc.	C	C	C	C	C	C	P	P	P	P	C	C	C	C	C	C	C	C	P	•	•	•
36. Schools: primary, secondary and colleges	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	•
37. Schools: trade and vocational; group counseling	•	•	•	•	•	MC	P	P	P	P	MC	MC	•	•	•	•	P	MC	P	P	•	•
38. Senior congregate care facility	•	C	C	C	C	C	C	C	C	C	•	•	•	C	C	C	C	•	C	•	•	•
39. Swap meets	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	C	C	•	•
39a. Emergency shelters	•	•	•	•	•	•	•	•	•	•	•	C[10]	•	•	•	•	•	P[10]	•	•	•	•
SPECIAL SEASONAL EVENTS																						
40. Reserved.																						
41. Christmas tree lots; pumpkin patches; fireworks stands; produce stands (subject to the requirements of title **9**, chapter II, regulation of certain businesses)	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•	P[2]	P[2]	P[2]	P[2]	•	•
COMMERCIAL AND INDUSTRIAL USES																						
42. Acupressure; massage (subject to the requirements of title **9**, chapter ii, article 22, Massage establishments and practitioners)	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	P[2]	•	•	•	•	•
43. Adult businesses (See Sexually-oriented businesses)																						
44. Aggregate batch plants; Rock or asphalt crushing; Sand blasting	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
45. Ambulance services	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	MC	•	•	•	•	MC	MC	•	•	•	•
46. Amusement centers (subject to the requirements of chapter IX, article 5, electronic game machines)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	•	•
47. Animal hospitals; veterinary services (kenneling only when incidental to principal hospital use)	•	•	•	•	•	C	C	P	P	C	C	C	•	•	•	•	P	•	•	•	•	•
48. Animal shelters, pounds, kennels, training schools	•	•	•	•	•	•	•	C	•	•	C	C	•	•	•	•	•	•	C	•	•	•
48a. Antique malls	•	•	•	•	•	•	P	P	P	•	MC	MC	•	•	•	•	P	MC	•	•	•	•
49. Artists, sculptors studios	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
50. Auction houses	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
51. Automobile (See Motor vehicle)																						

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																				
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
52. Banks; savings and loans; and other financial institutions	•	•	•	•	P	P	P	P	P	P	•	•	•	P	P	P	P	P	•	•	•	•
53. Bars; nightclubs (See Establishments where food or beverages are served)																						
54. Barber and beauty shops with accessory uses such as permanent make up, facials, and accessory massage	•	•	•	•	•	P	P	P	P	P	•	•	•	P	P	P	P	P	•	•	•	•
55. Billiards parlors	•	•	•	•	•	•	C	C	C	C	C	C	•	C	C	C	C	C	•	•	•	•
56. Botanical gardens; Zoos	•	•	•	•	•	•	C	C	C	C	•	•	•	•	•	•	•	•	C	•	•	•
57. Bowling centers	•	•	•	•	•	•	C	C	C	C	•	•	•	•	•	C	C	•	•	•	•	•
58. Breweries; Distilleries	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•	•	•
59. Reserved																						
60. Building supplies; Hardware stores (retail)	•	•	•	•	•	•	P	P	P	•	•	•	•	P	P	P	P	•	•	•	•	•
61. Business services—See Offices																						
62. Car washes	•	•	•	•	•	•	C	C	C	C	C	C	•	C	C	C	C	C	•	•	•	•
63. Carts— Outdoor retail sales in conjunction with an established business	•	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	•	MC	MC	MC	MC	MC	MC	•	•	•
64. Catering	•	•	•	•	•	MC	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
65. Coffee roasting	•	•	•	•	•	•	•	•	•	•	MC	MC	•	•	•	•	•	•	•	•	•	•
66. Coffee roasting (in conjunction with establishments where food or beverages are served)	•	•	•	•	•	•	MC	MC	MC	MC	MC	MC	•	MC	MC	MC	MC	MC	•	•	•	•
67. Commercial art; Graphic design	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
68. Commercial testing laboratories	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
69. Computer and data processing	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
70. Contracting: general contractors; operative builders	•	•	•	•	•	C	C	P	C	•	P	P	•	•	•	•	•	P	•	•	•	•
71. Convenience stores; mini-markets (subject to the requirements of chapter IX, article 16, liquor stores, convenience stores, and mini-markets)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	•	C[2]	C[2]	C[2]	•	•	•	•	•
72. Department stores (retail)	•	•	•	•	•	•	P	P	P	P	•	•	•	•	•	•	P	•	•	•	•	•
73. Electronic game machines (four or more), incidental to the primary use, (subject to the requirements of chapter IX, article 5, electronic game machines)—Excluding amusement centers listed separately	•	•	•	•	•	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	•	MC[2]	MC[2]	MC[2]	MC[2]	MC[2]	•	•	•	•
74. Engineering; architectural; and surveying services—See Offices																						
75. Entertainment, live or public	•	•	•	•	•	SEE TITLE 9, ARTICLE 11, REGULATORY PERMITS FOR PUBLIC ENTERTAINMENT							•	SEE TITLE 9, ARTICLE 11, REGULATORY PERMITS FOR PUBLIC ENTERTAINMENT							•	•
76. Establishments where food or beverages are served	•	•	•	•	•	SEE CHAPTER V, ARTICLE 4, ESTABLISHMENTS WHERE FOOD OR BEVERAGES ARE SERVED							•	SEE CHAPTER V, ARTICLE 4, ESTABLISHMENTS WHERE FOOD OR BEVERAGES ARE SERVED						•	•	•	•
77. Exhibition of products produced on premises or available for wholesale distribution	•	•	•	•	•	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
78. Flower stands—See also Carts	•	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	•	MC	MC	MC	MC	MC	MC	•	•	•
79. Furniture repair and refinishing with incidental sales	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	•	P	•	•	•	•
80. Grocery stores—See also Supermarkets; excluding convenience stores; and liquor stores listed separately	•	•	•	•	•	•	P	P	P	P	•	•	•	MC	MC	MC	MC	•	•	•	•	•
81. Hazardous waste facilities, off-site (subject to chapter IX article 9, off-site hazardous waste facilities)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	C[2]	C[2]	•	•	•	•	C[2]	C[2]	C[2]	•	•	•
82. Heliports; Helistops	•	•	•	•	•	•	•	•	C	C	C	C	•	•	•	•	C	C	C	C	•	•
83. Hotels— Excluding motels listed separately	•	•	•	•	•	•	C	C	C	P	•	•	•	C	C	C	P	•	•	•	•	•
84. Landscape services (installation and maintenance)	•	•	•	•	•	MC	MC	P	P	•	P	P	•	•	•	•	•	P	•	•	•	•
85. Laundry, cleaning and garment services, including	•	•	•	•	•	P	P	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
plants																						
86. Leather tanning and finishing	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	C	•	•	•	•
87. Limousine services	•	•	•	•	•	C	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
88. Liquor stores (subject to the requirements of chapter IX, article 16, liquor stores, convenience stores, and mini-markets)	•	•	•	•	•	•	C[2]	C[2]	C[2]	C[2]	•	•	•	•	•	•	C[2]	•	•	•	•	•
89. Lumber and building materials dealers, (wholesale)	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
90. Manufacturing: Light EXCEPT the following which are prohibited: • Manufacture of fertilizer • Manufacture of products involving the use of explosives • Manufacture of rubber (including tires), steel	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	•	•
91. Manufacturing of chemical products, paints, pharmaceuticals, and plastics	•	•	•	•	•	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	C[2]	•	•	•	•
92. Manufacturing of stone, clay, glass and concrete products EXCEPT the following which are prohibited: • Manufacture of flat glass • Manufacture of cement and structural clay products • Manufacture of concrete, gypsum and plaster products • Manufacture of abrasive and asbestos products • Manufacture of nonclay refractories and crucibles • Processing and preparation of clay, ceramic and refractory minerals	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	•	•
93. Manufac-turing or processing of foods and beverages EXCEPT the following which are prohibited: • Meat and poultry packing plants • Grain mills • Sugar refining • Fats and oils processing mills • Seafood canneries and packaging (See also Breweries; Distilleries; Coffee roasting)	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	P[2]	•	•	•	•
94. Massage— See also Acupressure (subject to the requirements of title **9**, chapter II, article 22, massage establishments and practitioners)	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	P[2]	•	•	•	•	•
95. Medical laboratories	•	•	•	•	MC	MC	P	P	P	P	MC	MC	•	•	•	•	MC	MC	•	•	•	•
96. Metal fabrication, welding, foundry, die casting (subject to subsection 13-54(a), performance standards)	•	•	•	•	•	•	•	•	•	•	P[2]	P[2]	•	•	•	•	•	•	•	•	•	•
97. Motels— (Subject to requirements of chapter IX, article 8, motels) Excluding Hotels listed separately	•	•	•	•	•	•	C[2]	C[2]	•	•	•	•	•	•	•	•	•	•	•	•	•	•
98. Motion picture and television studios	•	•	•	•	C	C	C	C	•	•	P	P	•	•	•	•	P	P	•	•	•	•
99. Motion picture theaters and other theaters not within 200 feet of residential zones	•	•	•	•	•	•	P	P	P	P	•	•	•	•	•	•	P	•	•	•	•	•
100. Motion picture theaters and other theaters within 200 feet of residential zones	•	•	•	•	•	•	C	C	C	C	•	•	•	•	•	•	C	•	•	•	•	•
101. Motor oil, used—Collection facility (subject to the requirements of chapter IX, article 9, off-site hazardous waste facilities)	•	•	•	•	•	•	P[2]	P[2]	P[2]	•	P[2]	P[2]	•	•	•	•	P[2]	P[2]	P[2]	P[2]	•	•
102. Motor vehicle, boat, and motorcycle retail sales, leasing, rentals and service with two or more outdoor display parking spaces	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
103. Motor vehicle, boat, and motorcycle retail sales, leasing, and rentals with one or less outdoor display	•	•	•	•	•	•	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
parking space and no service (subject to verification of parking availability)																						
104. Motor vehicle service stations	•	•	•	•	•	•	C	C	C	•	•	•	•	•	•	•	C	•	•	•	•	•
105. Motor vehicle service stations with concurrent sale of alcoholic beverages (subject to requirements of chapter IX, article 3, concurrent sale of alcoholic beverages and motor vehicle fuel)	•	•	•	•	•	•	C[2]	C[2]	C[2]	•	•	•	•	•	•	•	C[2]	•	•	•	•	•
106. Motor vehicle; boat; and motorcycle repair services (including body and paint work), not within 200 feet of residential zone (subject to subsection 13-54(b))	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
107. Motor vehicle; boat; and motorcycle repair services (including body and paint work), within 200 feet of residential zone (subject to subsection 13-54(b))	•	•	•	•	•	•	C	C	C	•	C	C	•	•	•	•	C	C	•	•	•	•
108. Nurseries (retail with no bulk fertilizer)	•	•	•	•	•	C	C	P	P	•	C	C	•	•	•	•	•	•	•	•	•	•
109. Offices: central administrative	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
110. Offices: engineering; architectural; and surveying services; management; consulting and public relations	•	•	•	•	P	P	P	P	P	P	P	P	•	MC	MC	MC	P	P	•	•	•	•
111. Offices: general; individual counseling	•	•	•	•	P	P	P	P	P	P	MC	MC	•	MC	MC	MC	P	P	•	•	•	•
112. Reserved																						
113. Offices: medical and dental	•	•	•	•	P	P	P	P	P	P	•	•	•	MC	MC	MC	P	MC	MC	•	•	•
114. Offices: services to businesses such as bookkeeping and data processing	•	•	•	•	P	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
115. Off-street parking lots and structures including related maintenance buildings	•	•	•	•	C	C	C	C	C	P	C	C	•	•	•	C	C	C	C	C	•	P
116. Off-street parking lots and structures, incidental uses within	•	•	•	•	MC	MC	MC	MC	MC	MC	MC	MC	•	•	•	MC	MC	MC	MC	MC	•	MC
117. Oil fields; oil wells (see chapter XIV, oil drilling)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
118. Pawn shops	•	•	•	•	•	C	C	C	C	•	•	•	•	•	•	•	•	•	•	•	•	•
119. Photocopying; blueprinting and related services	•	•	•	•	•	P	P	P	P	P	P	P	•	•	•	•	P	P	•	•	•	•
120. Photofinishing laboratories	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
121. Photofinishing stores	•	•	•	•	•	P	P	P	P	P	•	•	•	•	•	•	P	P	•	•	•	•
122. Photography: Commercial	•	•	•	•	P	P	P	P	P	P	MC	MC	•	•	•	•	P	MC	•	•	•	•
123. Photography: portrait studio	•	•	•	•	P	P	P	P	P	P	•	•	•	•	•	•	P	MC	•	•	•	•
124. Physical fitness facilities	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
125. Printing and publishing	•	•	•	•	•	•	MC	P	MC	MC	P	P	•	•	•	•	P	P	•	•	•	•
126. Recording studios	•	•	•	•	•	•	MC	MC	MC	•	MC	MC	•	•	•	•	MC	MC	•	•	•	•
127. Recycling and collection facilities for nonhazardous materials	•	•	•	•	•	MC	MC	MC	MC	•	MC	MC	•	•	•	•	MC	MC	MC	MC	•	•
128 Research and development laboratories— Other than cannabis and/or marijuana testing laboratories	•	•	•	•	C	C	C	P	C	C	P	P	•	•	•	•	•	P	•	•	•	
129. Restaurants—See Establishments where food or beverages are served																						
130. Retail: general— Excluding antique malls, pawn shops, supermarkets, grocery stores, convenience stores; and liquor stores listed separately	•	•	•	•	•	P	P	P	P	P	•	•	•	P	P	P	P	P	•	•	•	•
131. Retail, incidental sales to the main use (subject to the requirements of section 13-54(a), incidental retail sales)	•	•	•	•	P	P	P	P	P	P	P[2]	P[2]	•	P	P	P	P	P[2]	•	•	•	•
132. Retail: nonstore	•	•	•	•	P	P	P	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•
133. Rifle, pistol, and firing ranges	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	C	•	•	•
134. Sexually-oriented businesses (subject to the	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	•	•	•	•	•	•	•	P[2]	•	•	•	•	•

TABLE 13-30
CITY OF COSTA MESA LAND USE MATRIX

LAND USES	ZONES																					
	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
requirements of title **9**, chapter IV and title **13**, chapter IX, sexually-oriented businesses)																						
135. Skating rinks	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	C	C	C	C	C	•	•
135a. Smoking lounge (subject to chapter IX, article 19, smoking and vaping uses)	•	•	•	•	•	•	•	•	C[2]	•	•	P[2]	•	•	•	•	C[2]	•	•	•	•	•
135b. Smoking/ vaping retailer (subject to chapter IX, article 19, smoking and vaping uses)	•	•	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	P[2]	P[2]	P[2]	P[2]	P[2]	•	•	•	•
136. Storage of chemicals and allied products (except as incidental use)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
137. Storage of explosives	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
138. Storage of fertilizer	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•	•	•
139. Storage of motor vehicles— Outdoor (not including impound yard)	•	•	•	•	•	•	C	C	C	•	MC	MC	•	•	•	•	C	MC	•	•	•	•
139a. Storage of motor vehicles— Indoor only (not including impound yard)	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
140. Storage of petroleum and coal products	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
141. Storage of rock, sand, crushed aggregate and gravel	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	•	•	•	•	•
143. Supermarkets— See also Grocery stores	•	•	•	•	•	•	P	P	P	P	•	•	•	MC	MC	MC	MC	•	•	•	•	•
143a. Specialty stores	•	•	•	•	•	•	P	P	P	P	•	•	•	•	MC	MC	MC	•	•	•	•	•
144. Tattoo parlors	•	•	•	•	•	•	C	C	C	•	•	•	•	•	•	•	C	•	•	•	•	•
145. Tire sales and installation not within 200 feet of residential zone	•	•	•	•	•	•	P	P	P	•	P	P	•	•	•	•	P	P	•	•	•	•
146. Tire sales and installation within 200 feet of residential zone	•	•	•	•	•	•	MC	MC	MC	•	MC	MC	•	•	•	•	MC	MC	•	•	•	•
147. Tow companies with or without impound yard	•	•	•	•	•	•	C	C	C	•	MC	MC	•	•	•	•	•	MC	•	•	•	•
148. Transfer station for refuse, sewage treatment	•	•	•	•	•	•	•	•	•	•	C	C	•	•	•	•	•	C	C	•	•	•
149. Trucking: local and long distance	•	•	•	•	•	•	•	C	•	•	P	P	•	•	•	•	•	C	•	•	•	•
150. Warehouses, mini (subject to the requirements of chapter IX, article 7, mini-warehouses)	•	•	•	•	•	•	C[2]	C[2]	C[2]	•	MC[2]	MC[2]	•	•	•	•	•	MC[2]	•	•	•	•
151. Warehouses, public	•	•	•	•	•	•	C	C	C	•	P	P	•	•	•	•	•	P	•	•	•	•
152. Warehousing of durable and nondurable goods except livestock and poultry—See also Storage	•	•	•	•	•	•	•	•	•	•	P	P	•	•	•	•	•	P	•	•	•	•
153. Wholesale trade of motor vehicles, boats and motorcycles with outdoor storage of vehicles	•	•	•	•	•	•	C	C	C	C	C	C	•	•	•	•	C	C	•	•	•	•
154. Wholesale trade of motor vehicles, boats and motorcycles without outdoor storage of vehicles	•	•	•	•	•	MC	MC	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•
155. Wholesale trade of durable, nondurable goods, except livestock, poultry and perishable goods	•	•	•	•	•	MC	MC	P	P	P	P	P	•	P	P	P	P	P	•	•	•	•

Notes:

1	Uses proposed in this zone are subject to verification of consistency with the adopted master plan. Uses not specified in the master plan, could be allowed, subject to the review process indicated in this matrix, if the proposed use is determined to be compatible with the adopted master plan. Residential uses shall not be permitted on any site or parcel of land on which residential uses are expressly prohibited by the general plan.
2	This use is subject to the requirements of the referenced Municipal Code article or section.
3	If residential uses exist, accessory uses shall be permitted.
4	For the purposes of this table, the symbols in the non-shaded areas shall have the following meaning: C—Conditional Use Permit; MC—Minor Conditional Use Permit; P—Permitted; •—Prohibited; and S—Special Use Permit.
5	Six hundred fifty foot separation required between sober living homes, or from state licensed alcohol or drug abuse recovery or treatment facilities. CMMC 13-311(a)(10)(i).
6	Subject to the separation requirement set forth in sections 13-322(a)(3) and 13-323(b).
7	Small boardinghouses shall locate at least 650 feet from any other small boardinghouse. Large boardinghouses shall be located at least 1,000 feet away from any other boardinghouse.
8	Uses prohibited in the base zoning district of a mixed-use overlay zone shall also be prohibited in the overlay zone.
9	Prohibited at the SoCo property, 3303 through 3323 Hyland Ave.
10	Emergency shelters located on sites owned, controlled, and/or operated by the city in the MP and/or the PDI zone are a permitted use, not subject to a master plan requirement and the standards in section 13-200.79(1), (2), (4), (8), (10) and (13) do not

TABLE 13-30 CITY OF COSTA MESA LAND USE MATRIX																					
	ZONES																				
LAND USES	R1	R2-MD	R2-HD	R3	AP	CL	C1	C2	C1-S1	TC[1]	MG	MP	PDR-LD[1]	PDR-MD[1]	PDR-HD[1]	PDR-NCM[1]	PDC[1]	PDI[1]	I&R[1]	I&R-S1	I&RMLT[1]	P
apply to such uses.																					

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-4, § 2, 2-2-98; Ord. No. 98-5, § 8, 3-2-98; Ord. No. 00-5, § 1(b), 3-20-00; Ord. No. 01-1, § 1, 1-15-01; Ord. No. 01-30, § 1a(Att. A), 1-7-02; Ord. No. 02-4, § 1b(Att. A), 3-18-02; Ord. No. 02-12, § 1c, 6-17-02; Ord. No. 05-2, § 1f.(Att. A), 2-22-05; Ord. No. 05-11, § 2b., 7-19-05; Ord. No. 06-2, § 1a., 2-7-06; Ord. No. 06-9, § 1d., 4-18-06; Ord. No. 06-18, § 1b., 9-5-06; Ord. No. 07-2, § 1d., 2-6-07; Ord. No. 11-10, § 1, 9-20-11; Ord. No. 13-1, § 2B., 3-19-13; Ord. No. 14-04, § 2B., 4-1-14; Ord. No. 14-13, 10-21-14; Ord. No. 15-06, §§ 1—3, 7-7-15; Ord. No. 15-10, § 2B, 9-15-15; Ord. No. 15-11, §§ 3—5, 11-17-15; Ord. No. 16-01, § 4, 1-19-16; Ord. No. 16-09, §§ 4, 5(Exh. A), 10-4-16; Ord. No. 16-13, § 2, 11-15-16; Ord. No. 16-15, § 5, 11-8-16; Ord. No. 18-03, § 3, 1-16-18; Ord. No. 18-04, § 3, 4-3-18; Ord. No. 19-13, § 3, 9-3-19; Ord. No. 19-15, § 1, 9-17-19; Ord. No. 21-03, § 4, 3-2-21; Ord. No. 21-08, § 1, 6-15-21; Ord. No. 21-20, § 1, 12-7-21)

Section 13-32 Development standards.

Table 13-32 identifies development standards in the residential zones, with the exception of development standards for common interest developments (see Article 2, common interest developments. See also Article 9, general site improvement standards of this chapter for additional requirements for all the residential zones.

TABLE 13-32
RESIDENTIAL DEVELOPMENT STANDARDS

STANDARDS	R1	R2-MD	R2-HD	R3
Minimum Lot Area	6,000 square feet	12,000 square feet	12,000 square feet	12,000 square feet
Minimum Lot Area for newly subdivided lots	6,000 square feet	12,000 square feet	12,000 square feet	12,000 square feet
Minimum Lot Width for newly subdivided lots	Interior lot: 50 feet Corner lot: 60 feet Note: All newly subdivided lots shall have frontage on a dedicated street equal to, or in excess of, the required minimum lot width. An exception to this requirement is when the existing R-1 lot (that is proposed to be subdivided) has an average depth that equals to or exceeds 200 feet		Interior lot: 100 feet Corner lot: 100 feet Note: All newly subdivided lots shall have frontage on a dedicated street equal to, or in excess of, the required minimum lot width; with the exception of common interest developments.	
Maximum Number of Stories & Building Height	2 stories/27 feet for residential land uses. The maximum number of stories and building height for nonresidential land uses shall be determined in conjunction with the conditional use permit review process. Note: Lofts, as defined in section 13-6, without exterior access and having only clerestory windows will not be regarded as a story. See also Attic discussion below.			
Attics	Attics shall not be heated or cooled, nor contain any electrical outlets, or operable windows. Attics above second stories shall be an integral part of the second story roofline and not appear as a third story on any building elevation. Windows in any attic space above the second story shall be incidental and limited to a dormer style.			
Maximum Density (Based on gross acreage.)	1 dwelling unit per 6,000 square feet (Note: Only 1 dwelling unit is permitted per lot.)	1 dwelling unit per 3,630 square feet 1 unit per 3,000 square feet for legal lots existing as of March 16, 1992, that are less than 7,260 square feet in area but not less than 6,000 square feet in area.	1 dwelling unit per 3,000 square feet	1 dwelling unit per 2,178 square feet
Minimum Open Space	40% of total lot area		40% of total lot area.	
Distance Between Buildings	10-foot minimum between main buildings 6-foot minimum between main buildings and accessory structures			
Driveway width	For all individual driveways: Ten-foot minimum width For lots less than 50 feet wide: 26-foot maximum width [1] For lots greater than 50 feet wide: Driveway width shall be a maximum of 50 percent of the lot width, or a maximum 36-foot width, whichever is less. [1]		Same as R1, except 16-foot minimum driveway is required if the driveway serves tenants and/or guest parking for more than one dwelling unit	

TABLE 13-32 RESIDENTIAL DEVELOPMENT STANDARDS				
STANDARDS	**R1**	**R2-MD**	**R2-HD**	**R3**
Driveway length	Straight-in driveways to garages shall have a minimum length of 19 feet from the ultimate property line.			
Storage	Not applicable.		Each unit shall be provided with 200 cubic feet of securable storage exterior to the unit. If this storage is provided within the garage or carport it shall be located so as not to obstruct the required clear dimensions of the covered parking space (per the City of Costa Mesa Parking Design Standards) at any point less than 4 feet above the finished surface level of the parking stall.	
Mechanical equipment, excluding antennas and flush-mounted solar panels on roofs	Roof-top location is prohibited on single-family dwelling units. All other locations: Screening required from public rights-of-way and adjacent properties. Antennas are subject to Chapter IX, Article 2, antennas.			
SETBACKS FOR MAIN BUILDINGS AND ACCESSORY BUILDINGS AND STRUCTURES (Minimum distances given, unless otherwise noted. All setbacks from streets are measured from the ultimate property line shown on the master plan of highways).				
Front	20 feet	20 feet	20 feet	20 feet
Side	Interior property line: 5 feet. Note: Accessory structures that do not exceed 6½ feet in height in the R1 zone or 15 feet in height in the other residential zones may have a zero side setback. Property line abutting a public street: 10 feet. Note: Driveways providing straight-in access from a public street to a garage shall be at least 19 feet long, as measured from the property line. Property line abutting an alley: 5 feet			
Rear (not abutting a publicly dedicated alley)	20 feet for 2 story structures. 10 feet for 1 story structures (15 foot maximum height) provided that maximum rear yard coverage is not exceeded. Note: Accessory structures that do not exceed 6½ feet in height in the R1 zone or 15 feet in height in the R2 zones may have a zero rear yard setback, except on corner lots in the R2 zones. Corner lots in the R2-MD, R2-HD & R3 zones: a. Where the rear property line of a corner lot adjoins the side property line of another lot, no detached accessory structure shall be allowed on the corner lot, except within the rear quarter of the corner lot farthest from the side street. b. Where the rear property line of a corner lot abuts a public or private street, accessory structures shall maintain setbacks for main structures.		15 feet for 2 story structures. 10 feet for 1 story structures (15-foot maximum height). Note: Accessory structures that do not exceed 15 feet in height may have a zero rear yard setback, except on corner lots (see R2-MD and R2-HD column for setbacks for corner lots).	
Rear yard coverage (maximum)	Rear (not abutting a publicly dedicated alley, street, or park): Main Buildings: 25% of rear yard area.* Accessory Buildings: 50% of rear yard area.* * Rear yard area equals lot width, measured from side property line to side property line, multiplied by 20 feet. Rear abutting a publicly dedicated alley, street, or park: Not applicable		Not applicable	

TABLE 13-32
RESIDENTIAL DEVELOPMENT STANDARDS

STANDARDS	R1	R2-MD	R2-HD	R3
Rear abutting a publicly dedicated alley, street, or park	5 feet; however, garages may be required to setback further to ensure adequate back up distance. Rear Yard Coverage does not apply. Note: Accessory structures that do not exceed 6½ feet in height in the R1 zone or 15 feet in height in the other residential zones may have a zero rear yard setback, except on corner lots in the R2 and R3 zones where accessory structures shall maintain setbacks for main structures.			
Bluff top setback	No building or structure closer than 10 feet from bluff crest (see section 13-34 BLUFF-TOP DEVELOPMENT).			
PROJECTIONS (Maximum depth of projections given)				
Roof or eaves overhang; awning	2 feet 6 inches into required side setback or building separation area. 5 feet into required front or rear setback.			
Open, unenclosed stairways.	2 feet 6 inches into required setback or building separation area.			
Chimneys	2 feet above maximum building height.			
Fireplaces	2 feet into required setback or building separation area.			
PARKING STANDARDS (See Chapter VI).				
LANDSCAPING (See also Chapter VII).				
Landscaping Required.	All unpaved areas visible from the public right-of-way shall be landscaped and the landscaping shall be maintained in a healthy condition, free of dying, dead, diseased, decayed, discarded, and/or overgrown vegetation.		See Chapter VII, LANDSCAPING.	
SIGNS (See Chapter VIII).				
POOLS AND SPAS				
Above-ground pools and spas shall not be located in the required front yard setback from a public street and are subject to 5-foot side and 10-foot rear yard setbacks for main structures. Additional setbacks may be applicable pursuant to building code requirements.				
RAISED DECKS				
Any raised deck with a finished floor height of 18 inches or greater, as measured from finished grade, shall comply with the main building setback requirements for the underlying zone.				
FENCES AND WALLS				
Fences and walls placed between the property line and required setback line for main buildings shall conform [to] the city's walls, fences, and landscaping standards. See ARTICLE 9, GENERAL SITE IMPROVEMENT STANDARDS, of this chapter for further information.				
[1.] The maximum driveway width standards are only applicable to the construction of new single-family residences.				

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 01-16, §§ 1f., g., 6-18-01; Ord. No. 02-4, § 1c, 3-18-02; Ord. No. 02-9, § 1a, 7-1-02; Ord. No. 03-8, § 4, 9-2-03; Ord. No. 05-3, § 1c., 2-7-05; Ord. No. 09-4, § 1b., 5-5-09; Ord. No. 21-20, § 1, 12-7-21)

Section 13-35 Accessory dwelling units.

(a) Purpose, general plan consistency, definitions.

(1) Purpose and interpretation. The intent of this section is to ensure that accessory dwelling units (ADUs) and Junior ADUs remain as an accessory uses in residential and mixed-use zones, that the structures on parcels are organized to accommodate an ADU and/or Junior ADU, and that such dwelling units do not adversely impact surrounding residents or the community. This section 13-35 is intended to retain the ability of the city to regulate ADUs in terms of design, aesthetics, massing and integration with existing structures and to comply with the requirements of state law.

(2) General plan consistency. In adopting these standards, the city recognizes that the approval of dwelling units may, in some instances, result in dwelling densities exceeding the maximum densities prescribed by the general plan. The city finds that this occurrence is consistent with the general plan, as allowed under state planning and zoning law applicable to ADUs, and that the amendment furthers the goals, objectives, and policies of the general plan housing element.

(3) Definitions. For purpose of this section 13-35 only:

a. The terms "accessory dwelling unit" (ADU), "public transit," "passageway" and "tandem parking" all have the same meaning as that stated in Government Code section 66313 as that section may be amended from time to time.

b. "Junior ADU" shall have the same meaning as that stated in Government Code section 66313(d) as that section may be amended from time to time.

c. A structure is considered "existing" if a building permit was issued and finalized before an ADU or JADU application is submitted under this section.

d. The terms "single-family dwelling" and "multifamily dwelling" exclude all detached accessory structures.

e. The term "single-family dwelling" is a dwelling (excluding any ADU or Junior ADU) that is not attached to another dwelling. Single-family dwellings may include detached single-family homes where there is more than one primary dwelling on a lot.

f. A "multifamily dwelling" is a dwelling (excluding any ADU or Junior ADU) within a multifamily dwelling structure.

g. A "multifamily dwelling structure" is a structure which contains at least two lawful dwellings within the structure, excluding ADUs and Junior ADUs. Storage rooms, boiler rooms, passageways, attics, basements, garages and other non-habitable spaces are considered within a "multifamily dwelling structure" if such non-habitable spaces are within the same structure as at least two other multifamily dwellings.

(b) Accessory dwelling units.

(1) Residential and mixed use zones only. ADUs are permitted in single-family, multifamily, mixed-use zones (i.e., zones where single-family and/or multifamily dwellings are allowed), and within approved master plan sites with residential

uses in other zones, and only on a legal lot with proposed or existing residential dwelling(s) which will remain on site. By way of illustration only, the zones where accessory dwellings are allowed are shown on the Citywide Land Use Matrix at section 13-30. If there is any conflict between the requirement that ADUs be approved in (and only in) zones where single-family and multifamily dwellings are allowed and the Land Use Matrix, the former shall control.

(2) Reserved.

(3) Ministerial. Any application for an ADU that meets the requirements of this section shall be approved ministerially by the city by applying the standards herein and without a public hearing or notice of decision or zoning approval in compliance with government code section 66317.

(4) Maximum number of dwelling units. The following is the maximum number of ADUs and or Junior ADUs allowed on any lot.

a. Single-family. One detached, new construction ADU, one conversion ADU, and one junior ADU may be permitted on a lot with a proposed or existing single-family dwelling subject to the following:

1. Conversion within a single-family dwelling.

(i) An ADU and Junior ADU may be within the existing footprint of a lawful single-family dwelling. Alternatively, an ADU may be within a lawfully constructed existing detached accessory structure; in this case up to 150 square feet may be added beyond the physical dimensions of the existing accessory structure solely to accommodate ingress and egress to the ADU; and

(ii) ADUs and Junior ADUs must have independent exterior access from the single-family dwelling, and have side and rear setbacks sufficient for fire safety; and

2. New construction (attached or detached). One new construction ADU may be permitted on a lot with proposed or existing single-family dwelling. One new construction Junior ADU may be allowed on the lot if the Junior ADU is to be in a single-family dwelling that meets all applicable legal standards.

b. Multifamily. One ADU is allowed within new construction residences where, after construction, there will be at least two residences on the lot (e.g. detached residential structures, duplexes, apartments); up to two ADUs are allowed with such structures pursuant to subsection 2, below. For lots with an existing legal multifamily dwelling (e.g., a legal non-conforming multifamily dwelling), the applicant may have ADU(s) pursuant to the following:

1. Maximum ADUs within existing multifamily dwelling structure. No more than 25%, with any partial unit rounded down) of the number of existing multifamily dwelling units on the lot, but at least one unit, shall be permitted as ADU(s) constructed within the enclosed nonlivable space (e.g., a space in a dwelling not intended for human habitation, including

living, sleeping, eating, cooking, or sanitation)) of the existing multifamily dwelling structures; or

2. Maximum detached ADUs. No more than eight detached ADUs are permitted, provided that the number of accessory dwelling units allowable pursuant to this clause shall not exceed the number of existing units on the lot. The units shall be detached from every residence on site (but need not be detached from each other) with the exception of one ADU, which may be attached to the multifamily dwelling structure. This section shall apply to detached structures that are converted and new construction detached ADUs. Conversion detached ADUs are not subject to height, setbacks, and maximum square footage; or

(5) Maximum size.

a. Single-family.

1. Detached. For lots with a proposed or existing single-family dwelling, a detached ADU shall not have more than 1,200 square feet.
2. Attached. An ADU attached to a single-family dwelling shall be no more than the greater of 50% of the square footage of the existing single-family dwelling or 1,000 square feet.

b. Multifamily, new construction.

1. Detached. For lots with an existing legal multifamily dwelling structure the maximum square footage for a detached ADU is 850 square feet or 1,000 square feet for an ADU that provides more than one bedroom, except as allowed in Government Code Section 66323.; or
2. Attached. For lots with an existing legal multifamily dwelling structure, an attached ADU shall not exceed the greater of 1,000 square feet or 50% of the average floor area of the existing multiple family dwelling units.

c. Interior conversions. Notwithstanding subsections a and b immediately above, ADUs which are converted from space entirely within existing structures, and ADUs entirely within proposed lawful single-family dwellings, are not subject to a limit on maximum square footage.

(6) Minimum size.

a. ADUs may be efficiency units. Notwithstanding the general limitation on efficiency units being no smaller than 220 square feet, ADUs may also be less than 220 square feet, provided that they are no smaller than 150 square feet, and comply with all other legal requirements.

(7) Conversions of dwelling units.

a. Total conversion of single-family dwelling. An entire existing single-family dwelling may be converted to an ADU if the ADU complies with all applicable requirements of this section and a new single-family residence with a total gross floor area exceeding that of the ADU is constructed in full compliance with code requirements.

b. Partial conversion/addition. A portion of the existing single-family or multifamily dwelling may be converted to an ADU with new additional square

footage, which additional square footage shall comply with all standards applicable to the underlying zone, and all converted square footage shall comply with standards applicable to conversions. The maximum square footage of the ADU shall be based upon the size of the existing dwelling before construction of the ADU addition.

(8) Short-term rentals prohibited. An ADU shall not be rented for periods of less than 31 days.

(c) Junior ADUs.

(1) Rule. Junior ADUs shall comply with the requirements of this subsection, in addition to the requirements of subsection (d) of this section 13-35.

(2) Maximum size. A Junior ADU shall not exceed 500 square feet in gross floor area.

(3) Owner occupancy requirement. The owner of a parcel proposed for a Junior ADU shall occupy as a primary residence either the primary dwelling unit or the Junior ADU. Owner-occupancy is not required if the owner is a governmental agency, land trust, or "housing organization" as that term is defined in Government Code section 65589.5(k)(2), as that section may be amended from time to time.

(4) Short-term rentals prohibited. A Junior ADU shall not be rented for periods of less than 31 days unless otherwise authorized by the municipal code.

(5) Location of Junior ADU. A Junior ADU shall be entirely within an existing or proposed single-family dwelling, including an attached garage.

(6) Kitchen requirements. A Junior ADU shall include an efficiency kitchen, including a cooking facility with appliances, outlet for a small refrigerator, food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

(7) Parking. No additional parking is required beyond that already required for the primary dwelling.

(8) Fire protection; utility service. For the purposes of any fire or life protection ordinance or regulation or for the purposes of providing service for water, sewer, or power, a Junior ADU shall not be considered a separate or new unit, unless the Junior ADU was constructed in conjunction with a new single-family dwelling. No separate connection between the Junior ADU and the utility shall be required for units created within a single-family dwelling, unless the Junior ADU is being constructed in connection with a new single-family dwelling.

(9) Exterior and interior access. The Junior ADU shall include an exterior entrance separate from the main entrance to the single-family dwelling. If the Junior ADU shares bathroom facilities with the main dwelling, the Junior ADU shall also have interior entry to the main dwelling's living area.

(d) Development standards and requirements. The following development standards shall not apply to a unit built subject to Government Code section 66323 (a), which includes: 1.) all converted ADUs (converted accessory structures are eligible for a 150 square foot expansion for purposes of ingress and egress), 2.) all converted Junior ADUs (JADUs), 3.) maximum 800-square-foot, new-construction, detached

ADUs with four-foot side and rear setbacks and height not exceeding 18 feet (two additional feet of height may be permitted to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary unit), with single-family primary dwellings, and 4.) detached units with multifamily primary dwelling structures with four-foot side and rear setbacks and height not exceeding 18 feet (two additional feet of height may be permitted to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary units). Otherwise, all other ADUs ~~and Junior ADUs~~ must comply with the following requirements unless the below standards and requirements preclude the development of an 800 square foot ADU with four-foot side and rear setbacks:

(1) Ministerial project. Any application for an ADU or Junior ADU that meets the requirements of this section or as permissible in Government Code Section 66332 shall be approved without a public hearing.

(2) Application by owner. An application for a building permit for an ADU or Junior ADU building permit shall be made by the owner of the parcel on which the primary unit sits and shall be filed with the city on a city-approved application form and subject to the established fee set by city council resolution as it may be amended from time to time.

(3) Separate sale prohibited. Except as otherwise provided by law, ADUs and Junior ADUs may not be sold or otherwise conveyed separate from the primary residence.

(4) Utilities.
   a. All ADUs and Junior ADUs must be connected to public utilities (or their equivalent), including water, electric, and sewer services.
   b. Except as provided in subsection c immediately below, the city may require the installation of a new or separate utility connection between the ADU and the utility. For Junior ADUs, see subsection (c)(8), above.
   c. No separate connection between the ADU and the utility shall be required for units created within a single-family dwelling, unless the ADU is being constructed in connection with a new single-family dwelling.
   d. Each ADU and Junior ADU shall have a separate mailing address as assigned by the City.

(5) Recorded covenants. Prior to final inspection and occupancy of JADUs, the owner shall file with the county recorder, in a form approved by the city attorney, a covenant which does all of the following:
   a. Prohibit the sale of Junior ADU separate from the single-family residence; and
   b. Unless subsequently prohibited by an amendment to state law, the JADU shall be considered legal only as long as either the primary residence or the JADU is occupied by the owner of record unless the owner is another governmental agency, land trust, or housing organization; and
   c. Restrict the JADU to the maximum size allowed by Municipal Code section 13-35, as it may be amended from time to time; and

d. Confirm that the restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for noncompliance.

(6) Passageway. No passageway shall be required in conjunction with the construction of an ADU.

(7) Building permits required. Applications for ADUs and Junior ADUs shall conform to the requirements for, and shall obtain, a building permit consistent with the requirements of Title 5 (Buildings and Structures). By way of reference only, current requirements generally require all dwellings to have no less than 220 square feet. Fire sprinklers shall not be required for ADUs or JADUs if they are not required for the primary residence; ~~if, however, the ADU is attached to the primary dwelling, and if an addition to the dwelling would require sprinklers for an addition to the primary dwelling in the same location, then sprinklers shall be required~~ The construction of an ADU or JADU alone shall not trigger the requirement for sprinklers in the primary residence.

(8) Setbacks.

a. None. No setbacks are required for either: (1) those portions of ADUs that are created by converting existing living area or existing accessory structures to a new ADU; or (2) constructing new ADUs in the same location, while not exceeding the existing dimensions of an existing structure, including height. Notwithstanding the foregoing, ADUs shall, at minimum, comply with setbacks that are sufficient for fire and life safety.

b. Other setbacks. For all other ADUs, there shall be a minimum of setbacks of four feet from side and rear property lines and full compliance with all applicable front yard setbacks for the underlying zone (except as required by (Gov. Code, § 66321, subd. (b)(3)). Second floor ADUs shall provide setbacks in conformance with the underlying zone. All mechanical equipment associated with the ADU shall maintain the minimum setbacks.

c. Distance between structures. The minimum required distance between a detached ADU and the primary dwelling unit, and all other structures on the property, including garages, shall be six feet unless otherwise established by the California Building Code.

(9) Height. Except as authorized in subsection b, below, in no event may any portion of a new construction ADU exceed 27 feet or two stories. Furthermore, except as authorized in subsection a and b, below, an ADU shall be entirely only on the first floor.

a. Second floor or two-stories. An ADU on a lot which has an existing lawfully constructed dwelling, may be in whole or in part on a second floor, or be a two-story ADU, if all five of the following occur:

1. All portions of the ADU structure on a second floor are at least 25 feet from the front property line; and
2. Each stairwell for the ADU is interior or complies with subsection (10), below; and

3. The second floor of any portion of the ADU, if built above a detached garage, does not exceed the footprint of the garage; and
4. No windows are installed on the second floor on side elevations if such windows are within 25 feet of a neighboring dwelling and face the neighboring property unless such windows have a minimum sill height of at least five feet; and
5. The second floor (or the entire two story ADU as applicable) meets the setbacks applicable to additions for the underlying zone.

b. Within structure. The ADU is built entirely within either:
1. A proposed or existing lawfully constructed single-family dwelling, except that an external stairwell to the ADU which meets all requirements of this Code, including the requirements of subsection (10), below, may be constructed to allow access to the ADU; or
2. The non-habitable space of an existing multifamily structure or within an accessory structure on a lot with a multifamily structure.

(10) Exterior stairways, balconies.

a. Exterior stairways. A new exterior stairway to a second-floor ADU shall not be <u>located on a front facade within 20 feet of a property line abutting a public right of way</u> ~~visible from the public right of way at the front of the property~~. Second floor landings using an exterior stairway shall be kept to the minimum size required to comply with applicable codes. Stairways and landings shall incorporate screening materials designed to eliminate views into abutting properties. Stairways and landings, which exceed building code minimum sizes, are prohibited. Stairways and landings shall not be counted toward residential open space requirements.

b. Balconies. New balconies which face the street and are located at the front of the main residential structure are permitted provided that the balcony be set back a minimum of 20 feet from the front property line. On corner properties, balconies may face the side street provided that they maintain the setback for the underlying zone. Balconies within 25 feet of a neighboring residence shall incorporate screening to ensure there are no direct views into the abutting property. New construction balconies that are not facing the front of the property or a side street, are prohibited.

c. Roof decks. No new roof decks are allowed for ADUs.

(11) Architectural standards.

a. Attached and detached ADUs. Attached and detached ADUs shall have the same materials, finishes, and colors as the primary dwelling.

b. New construction Junior ADUs. New construction Junior ADUs shall match exterior appearance with the primary unit in terms of materials, finishes, and colors within the same property on which it is proposed to be constructed.

(12) Recommended garage conversion design considerations.

a. Blank facade. When a garage is converted to an ADU, if the facade of the converted garage is visible from a public right-of-way, the following design considerations are recommended:
    1. Be covered with landscaping that covers at least 50% of the wall, or
    2. Include openings of at least 10% of the facade with at least one door that complies with section (13) below or one window which matches the material and design of the existing windows on the residence.

(13) Driveway removal. If a driveway leading to a garage being converted to an ADU is removed, it must be replaced with landscaping or open space, and the curb cut and driveway apron must be removed and replaced with a curb and gutter and parkway which meets city standards. If a driveway is partially removed, the remaining driveway must provide the minimum parking dimensions per subsection (15) below.

(14) Entry. The entrance to an ADU or Junior ADU shall match the materials and color of the primary residence(s), not be located on the same building elevation as the main entrance of the primary residence(s) and shall be located along the building side, rear, or within the interior of the property, unless the economic and development services director approves an alternative configuration due to unique development circumstances.

(15) Parking.

a. The owner may provide parking that is at least eight and a half (8.5) feet wide and 18 feet long and may be provided as:
    1. Tandem parking on an existing driveway in a manner that does not encroach onto a public sidewalk; or
    2. Within a setback area or in locations determined feasible by the city. Locations will be determined infeasible based upon specific site or regional topographical or fire and life safety conditions, or that such parking is not permitted anywhere else in the city.

b. When any parking space or parking structure is converted or demolished in conjunction with the construction of an ADU or converted to an ADU, the off-street parking spaces do not have to be replaced, notwithstanding any other provision of this code to the contrary (e.g., the definition of "driveway" in section 13-6, Table 20-8(c) a driveway does not lose its status as a lawful "driveway" if it leads to a structure that was either converted from a garage into either an ADU or Junior ADU or demolished in conjunction with the construction of an ADU or Junior ADU. In no event shall the demolition of a parking space or parking structure be considered "in conjunction with" the construction of an ADU if the ADU will not be constructed within any portion of the footprint of the demolished garage.

(16) Non-conforming. The city shall not require, as a condition of a permit for an ADU or Junior ADU the correction of nonconforming development standards.

(17) Open space and landscaping. ADUs which exceed 800 square feet in gross floor area shall meet the open space requirements of section 13-32 and shall be subject to provide landscaping as required in section 13-106.

Section 13-36 Two-unit Housing Development

(a) For purposes of this section, the following definition shall apply:

(1) "Housing development" shall mean no more than two primary residential units within a single-family zone that meets the requirements of this section. ~~The two units may consist of two new units or one new unit and one existing unit~~ The total number of units, including ADUs and JADUs, shall not exceed four.

(b) The city shall ministerially approve a housing development containing no more than two residential units if it meets the following requirements:

(1) The parcel is located within a single-family residential zone.

(2) The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.

(3) The parcel is not located in any of the following areas and does not fall within any of the following categories:

a. A historic district or property included on the State Historic Resources Inventory, as defined in section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

b. Prime farmland or farmland of statewide importance as further defined in Government Code section 65913.4(a)(6)(B).

c. Wetlands as defined in the Unites States Fish and Wildlife Service Manual, Part 660 FW 2(June 21, 1993).

d. A hazardous waste site that is listed pursuant to section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

e. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

f. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an

applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

i. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or

ii. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

g. A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

h. Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with section 1900) of Division 2 of the Fish and Game Code).

j. Lands under a conservation easement.

(4) The proposed housing development would not require demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

b. Housing that is subject to any form of rent or price control by the city;

c. A parcel or parcels on which an owner of residential real property exercised

rights under Government Code section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date of the application; or

d. Housing that has been occupied by a tenant in the last three years.

(5) Demolition of an existing unit shall not exceed more than 25 percent of the existing exterior structural walls unless the site has not been occupied by a tenant in the last three years.

(c) Standards and Requirements. Except where superseded by the following provisions, two-unit housing development pursuant to Government Code Section 65852.21 shall comply with development standards applicable to the R1 Single- Family Residential District including but not limited to Section 13-32 of this code:

(1) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(2) Except for those circumstances described in section C1 above, the setback for side and rear lot lines shall be four feet. The front setback shall be as set forth in the R-1 Single-Family Residential District standards.

(3) The applicant shall provide easements for the provision of public services and facilities as required.

(4) All lots shall have a minimum street frontage of ten feet to provide for vehicular access, or 16-foot if the driveway serves two units. For a lot without physical street frontage, access to street frontage shall be provided by the granting of a duly recorded permanent easement for ingress and egress purposes in favor of the lot without physical street frontage.

(5) In order to preserve the City's inventory of on-street parking, existing and proposed development pursuant to Government Code section 65852.21 shall be limited to one driveway ingress/egress <u>per resultant lot</u>.

(6) Required off-street parking shall ~~be limited to~~ <u>consist of at least</u> one garage space per unit and the location and configuration of such parking shall be in compliance with the provisions of this code, except that no parking requirements shall be imposed in either of the following circumstances:

a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined by Public Resources Code section 21155(b) or a major transit stop as defined in Public Resources Code section 21064.3; or

b. There is a car share vehicle located within one block of the parcel.

(7) For residential units connected to an onsite wastewater treatment system (septic tank), the applicant provides a percolation test completed within the last 5 years, or if the percolation test has been recertified, within the last 1O years, which shows that the system meets acceptable infiltration rates.

(d) The city shall not require or deny an application based on any of the following:

(1) The city shall not impose any objective zoning, subdivision, or design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet. If the city determines that the strict application of objective zoning, subdivisions or design standards would physically preclude the development of two units on a lot each with a minimum unit size of 800 square feet, the city may ministerially allow deviations from development standards generally applicable to the R-1 zoning district pursuant to city policies and/or regulations implementing this section if such deviation is in compliance with applicable building and fire code standards and regulations and if there are no other feasible means of complying with state law.

(2) The city shall not deny an application solely because it proposes adjacent or connected structure provided that that all building code safety standards are met and they are sufficient to allow a separate conveyance.

(e) An applicant shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the following:

(1) That the uses shall be limited to residential uses.

(2) That the rental of any unit created pursuant to this section shall be for a minimum of thirty-one days.

(3) That the maximum number of units to be allowed on the parcels is two, including but not limited to units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, junior accessory dwelling units, or units allowed pursuant to section 13-35.

(f) The city may deny the housing development if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(g) The provisions of this section supersede any contrary provisions contained elsewhere in this code.

Section 13-41 Residential common interest development standards and requirements.

(a) *Applicability.* The provisions of this section shall apply to all proposed new residential common interest development projects and the conversion of existing apartments to residential common interest developments.

(b) *Development standards.* Table 13-41(b) identifies the development standards for residential common interest developments. See also Article 9 General Site Improvement Standards of this chapter for additional requirements. Projects shall comply with all applicable standard plans and specifications and adopted city and state codes, as well as the following provisions:

(1) The location and orientation of all buildings shall be designed and arranged to preserve natural features by minimizing the disturbance to the natural environment. Natural features such as trees, groves, waterways, scenic points, historic spots or landmarks, bluffs or slopes shall be delineated on the site plan and considered when planning the location and orientation of buildings, open spaces, underground services, walks, paved areas, playgrounds, parking areas and finished grade elevations.

(2) All structures proposed to be constructed within a project shall conform to the following requirements:

a. Structures having dwelling units attached side by side shall avoid the long-row effect by being composed of no more than six dwelling units. Alternative designs which accomplish the same purpose may be approved by the final review authority.

b. Structures having dwelling units attached side by side shall avoid the long-row effect with a break in the facade by having an offset in the front building line of at least four feet for every two dwelling units within such structure. Alternate designs which accomplish the same purpose may be approved by the final review authority.

c. Consideration shall be given to the effect of proposed development on the light, air and privacy of adjacent properties.

(3) Outside uncovered and unenclosed storage of boats, trailers, recreational vehicles and other similar vehicles shall be prohibited unless specifically designated areas for the exclusive storage of such vehicles are set aside on the final master plan and provided for in the association's covenants, conditions, and restrictions. Where such areas are provided, they shall be enclosed and screened from view on a horizontal plane from adjacent areas by a combination of six-foot high opaque fences and permanently maintained landscaping.

(4) For high-rise residential projects, see the North Costa Mesa Specific Plan for additional development standards.

(5) The developer shall install an on-site lighting system in all parking areas, vehicular access ways, and along major walkways. The lighting shall be directed onto driveways and walkways within the project and away from dwelling units and adjacent properties, and shall be of a type approved by the development service department.

(6) The development shall comply with the provisions of Chapter XI. Subdivisions, which may include, but are not limited to land dedication and improvements, such as drainage improvements and payment of fees.

TABLE 13-41(b)
RESIDENTIAL COMMON INTEREST DEVELOPMENT STANDARDS

STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)	OTHER UNITS
Individual Dwelling Unit Minimum Lot Area	All zones: 3,000 square feet with an overall average of 3,500 square feet. The required common lot shall not be included in the calculation of lot area. Note: Lot sizes may be reduced proportionately if other useable open space is provided within the overall development.	No minimum requirement.
Common Lot Required	All projects shall be designed with a minimum of one lot to be held in common ownership and maintained by a homeowners association. This lot shall be used for common driveways, parking areas, and at least 10 feet of street setback landscaped areas.	
Maximum Number of Stories & Building Height	2 stories/27 feet, except as allowed in the Planned Development or Town Center zoning districts. Note: Lofts, as defined in section 13-6, without exterior access and having only clerestory windows will not be regarded as a story. See also Attic discussion below.	
Attics	Attics shall not be heated or cooled, nor contain any electrical outlets or operable windows. In zoning districts where the maximum number of stories is two stories, attics above second stories shall be an integral part of the second story roofline and not appear as a 3rd story on any building elevation. Windows in any attic space above the second story shall be incidental and limited to a dormer style.	
Maximum Density (based on gross acreage)	Same as underlying zoning district or as specified in an applicable specific plan.	
Minimum Open Space Development Lot	40% of total lot area. *Exception:* For high-rise residential projects, see the North Costa Mesa Specific Plan.	
Individual Dwelling Unit Lot	40% overall, with a minimum 400 square-foot area with no dimension less than 15 feet.	Not applicable.
Private Open Space	Same as individual dwelling unit lot above.	An adjoining patio required with no dimension less than 10 feet. *Exception:* Not applicable to high-rise residential projects in the North Costa Mesa Specific Plan.
Common Open Space	Common open space areas shall be designed and located within the development to allow maximum use by all residents. Enclosed buildings used for recreation or leisure facilities should not be used to satisfy more than 15 percent of required open space.	
Distance Between Buildings	10-foot minimum between main buildings 6-foot minimum between main buildings and accessory structures	
Driveway Width	10-foot minimum, except 16-foot minimum driveway is required if the driveway serves tenants and/or guest parking for more than one dwelling unit.	
Driveway Length	Straight-in driveways to garages shall have a minimum length of 19-feet from the ultimate property line.	
Storage	Not applicable.	Each unit shall be provided with 200 cubic feet of securable storage exterior to the unit. If this storage is

TABLE 13-41(b) RESIDENTIAL COMMON INTEREST DEVELOPMENT STANDARDS		
STANDARDS	**SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)**	**OTHER UNITS**
		provided within the garage or carport it shall be located at the front of the parking area so as not to obstruct the required clear dimensions of the covered parking space (per the City of Costa Mesa Parking Design Standards) at any point less than 4 feet above the finished surface level of the parking stall. *Exception:* Not applicable to high-rise residential projects in the North Costa Mesa Specific Plan.
Mechanical equipment, excluding antennas and flush-mounted solar panels on roofs	Roof-top location is prohibited.	Screening required from public rights-of-way and adjacent properties.
SETBACKS FOR MAIN BUILDINGS AND ACCESSORY BUILDINGS AND STRUCTURES (Minimum distances given, unless otherwise noted. All setbacks from streets to development lots are measured from the ultimate property line shown on the Master Plan of Highways.)		
Front Development Lot	20 feet	20 feet
Individual Dwelling Unit Lot	None	Not applicable
Side (interior) Development Lot	5 feet	
Side (street side, if applicable) Development Lot	10 feet Note: Driveways providing straight-in access from a public street to a garage shall be at least 19 feet long, as measured from the property line.	
Rear (not abutting a publicly dedicated alley) Development Lot	20 feet for 2 story structures in R2-MD and R2-HD zones; 15 feet for 2 story structures in the R-3 zone. 10 feet for 1 story structures (15-foot maximum height) provided that maximum rear yard coverage is not exceeded. *Exception:* Rear yard coverage does not apply to the R-3 zone. *Note:* Accessory structures that do not exceed 15 feet in height may have a zero rear yard setback, except on corner lots. Corner lots in the R2-MD, R2-HD & R3 zones: a. Where the rear property line of a corner lot adjoins the side property line of another lot, no detached accessory structure shall be allowed on the corner lot, except within the rear quarter of the corner lot farthest from the side street. b. Where the rear property line of a corner lot abuts a public or private street, accessory structures shall maintain setbacks for main structures.	
Rear Yard Coverage (maximum) in the R2-MD and R2-HD zones	Main Buildings: 25% of rear yard area.* Accessory Buildings: 50% of rear yard area.* * Rear yard area equals lot width, measured from side property line to side property line, multiplied by 20 feet.	
Rear Abutting a Publicly Dedicated Alley	5 feet; however, garages may be required to set back further to ensure adequate back up distance. Rear Yard Coverage does not apply. Note: Accessory structures that do not exceed 15 feet in height may have a zero rear yard setback, except on corner lots where accessory structures shall maintain setbacks for main structures.	
Bluff Top Setback	No building or structure closer than 10 feet from bluff crest (see section 13-34 BLUFF-TOP	

TABLE 13-41(b) RESIDENTIAL COMMON INTEREST DEVELOPMENT STANDARDS		
STANDARDS	**SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)**	**OTHER UNITS**
	DEVELOPMENT).	
PROJECTIONS (maximum depth of projections given)		
Roof or Eaves Overhang; Awning	2 feet 6 inches into required side setback or building separation area. 5 feet into required front or rear setback.	
Open, unenclosed stairways	2 feet 6 inches into required setback or building separation area.	
Chimneys	2 feet above maximum building height.	
Fireplaces	2 feet into required setback or building separation area.	
PARKING (See CHAPTER VI)		
2-car garage required	Yes	Not required.
Automatic roll-up garage door with remote controlled door opener required	Yes	Yes, if garages are provided.
Location of Covered Parking	Required covered tenant parking shall be located within a reasonable distance of the unit it serves. Detached garages that are not located within a reasonable distance to the units they are intended to serve are prohibited.	
LANDSCAPING		
A detailed landscape plan prepared pursuant to CHAPTER VII LANDSCAPING STANDARDS shall be approved by the Planning Division prior to issuance of any building permits.		
Landscape parkways with a combined width of 10 feet, but not less than 3 feet on one side, shall be provided along the sides of interior private streets and/or common driveways. The parkway on the house side of private streets or common driveways shall be a minimum of 5 feet in width.		
SIGNS (See CHAPTER VIII)		
POOLS AND SPAS		
Above-ground pools and spas shall not be located in the required front yard setback from a public street and are subject to 5-foot side and 10-foot rear yard setbacks for main structures. Additional setbacks may be applicable pursuant to building code requirements.		
RAISED DECKS		
Any raised deck with a finished floor height of 18 inches or greater, as measured from finished grade, shall comply with the main building setback requirements for the underlying zone.		
FENCES AND WALLS		
Fences and walls placed between the property line and required setback line for main buildings shall conform to the City's walls, fences, and landscaping standards. See ARTICLE 9 GENERAL SITE IMPROVEMENT STANDARDS of this chapter for further information.		

(c) *Documents required.*

(1) A project may be approved subject to submission of all organizational documents setting forth a plan or manner of permanent care and maintenance of open spaces, recreational areas, and common facilities pursuant to state law (Civil Code 1350-1359). No such documents shall be acceptable until approved by the city attorney as to legal form and effect, and by the planning division as to

suitability for the proposed use of the open areas.

(2) The developer shall file a declaration of covenants to be submitted with the application for approval, which will govern the association. The provisions shall include, but not be limited to, the following:

a. The homeowners' association shall be established prior to the sale of any unit(s).

b. Membership shall be mandatory for each owner and any successive owner.

c. Provisions to restrict parking upon other than approved and developed parking spaces and to require that garages be kept available for tenant parking shall be written into the covenants, conditions and restrictions for each project.

d. If the development is constructed in increments or phases which require one or more final maps, reciprocal covenants, conditions, and restrictions and reciprocal management and maintenance agreements shall be established which will cause a merging of increments as they are completed, and embody one homeowners' association with common areas for the total development.

e. The declaration of covenants shall contain language or provisions substantially as follows:

i. The covenants, conditions and restrictions of this declaration shall run to the City of Costa Mesa insofar as they shall apply to the maintenance of the "common areas" as herein defined.

ii. In the event the association or other legally responsible person(s) fail to maintain the common area in such manner as to cause same to constitute a public nuisance, the city may, upon proper notice and hearing, institute summary abatement procedures and impose a lien for the costs of such abatement upon the common area, individual units or the whole thereof as provided by law.

(Ord. No. 07-17, § 1e., 10-2-07)

Section 13-42.3 Development standards and requirements.

(a) *Applicability.* The provisions of this section shall apply to all new residential small lot subdivisions of 15 lots or less in multi-family zones and not in combination with other development standards in the overlays zones.

(b) *Development standards.* Table 13-42 identifies the development standards for small lot subdivision developments. See also Article 9 general site improvement standards of this chapter for additional requirements. Projects shall comply with all applicable standard plans and specifications and adopted city and state codes, as well as the following provisions:

(1) The location and orientation of all buildings shall be designed and arranged to preserve natural features by minimizing the disturbance to the natural environment. Natural features such as trees, groves, waterways, scenic points, historic spots or landmarks, bluffs or slopes shall be delineated on the site plan and considered when planning the location and orientation of buildings, open spaces, underground services, walks, paved areas, playgrounds, parking areas and finished grade elevations. Pre-existing development should guide the building setbacks and new development should preserve the existing character of the neighborhood.

(2) The site design must consider both the design elements of each unit and how these designs will enhance the overall neighborhood character and vitality of the street and sidewalk. Building setbacks and site planning must relate to surrounding built form, respecting the overall neighborhood character and existing topography. Additionally, each unit must exhibit a high level of design quality with well-articulated entries and façades, proportionate windows, quality building materials and contextual landscaping.

(3) All structures proposed to be constructed within a project shall conform to the following requirements:

a. Each unit shall be provided with direct pedestrian and vehicular access to a public street, or an alley or a common drive connecting to a public street/alley.

b. Structure shall be constructed to minimize impact of the proposed development on the light, air and privacy of adjacent properties.

(4) On-site lighting shall be provided in all parking areas, vehicular access ways, and along major walkways. The lighting shall be directed onto driveways and walkways within the project and away from dwelling units and adjacent properties, and shall be of a type approved by the development services department.

(5) The development shall comply with the provisions of Chapter XI, subdivisions, which may include, but are not limited to, land dedication and improvements, such as drainage improvements and payment of fees.

(6) Outside uncovered and unenclosed storage of boats, trailers, recreational vehicles and other similar vehicles shall be prohibited unless specifically designated areas for the exclusive storage of such vehicles are set aside on the final master plan and provided for in the covenants, conditions, and restrictions. Where such areas are provided, they shall be enclosed and screened from view on a horizontal plane from adjacent areas by a combination of six-foot high opaque fences and permanently maintained landscaping.

Table 13-42
SMALL LOT SUBDIVISION STANDARDS

STANDARDS	SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)
Maximum Number of Stories & Building Height	2 stories/27 feet, except as allowed in the Westside Overlay Districts. Note: Lofts, as defined in section 13-6, without exterior access and having only clerestory windows will not be regarded as a story. See also Attic discussion below.
Attics	Attics shall not be heated or cooled, nor contain any electrical outlets or operable windows. In zoning districts where the maximum number of stories is two stories, attics above second stories shall be an integral part of the second story roofline and not appear as a 3rd story on any building elevation. Windows in any attic space above the second story shall be incidental and limited to a dormer style.
Maximum Density (based on gross acreage)	Same as underlying zoning district or as specified in an applicable specific plan.
Minimum Open Space (development lot)	35% of total lot area. No asphalt shall be permitted for paved areas. Parking and driveways shall consist of decorative concrete, pavers or other materials as deemed appropriate by the Development Services Director. This requirement may be decreased to a minimum of up to 30%, if the difference in the area is provided as additional open guest parking, located in a common area, and not exclusive for any specific unit.
Minimum Open Space (individual unit)	200 square feet with no dimension less than 10 feet.
Development Lot	Separately owned private property interests or any portion thereof, necessary or desirable for common use, are subject to recordation of an easement for reciprocal access and maintenance. All areas of a development with 5 or more parcels, subject to a reciprocal access and/or maintenance easement shall be maintained by an association that may be incorporated or unincorporated. The association may be referred to as a maintenance association.
Parking	• Three-bedroom or more units (including a den or home office) – 2 garage spaces and 2 open parking spaces. • Two-bedroom or less units (including a den) – 2 garage spaces and one open parking. • No tandem parking is permitted for open or guest parking spaces. For developments with 5 or more units (up to 10 units) where open/guest parking spaces are provided in driveways in front of garages for exclusive use of that unit, one additional on-site guest parking shall be provided. Two additional open guest-parking shall be provided for developments with more than 10 units. • For all small lot developments subject to the provisions of this article, all open parking not located within an individual driveway shall be unassigned and nonexclusive.
Distance Between Buildings	6 feet minimum
Driveway Width (development lot)	10-foot minimum, except 16-foot minimum driveway is required if the driveway serves tenants and/or guest parking for more than one dwelling unit. Driveway width shall be a maximum of 26 feet for lots less than 50 feet wide and a maximum of 50% for lots greater than 50 feet wide.
Driveway Length	Straight-in driveways to garages shall have a minimum length of 19 feet from the ultimate public or private right-of-way. No driveways shall be more than 5 feet in length if parking is not provided in front of garage.

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	**SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)**
	Driveways accessing rear parcels shall be in compliance with the requirements of the Parking Design Standards, minimum separation between driveways and maximum 50% hardscape requirement.
Mechanical Equipment (excluding antennas and flush-mounted solar panels on roofs)	Roof-top location is prohibited unless completely screened from public rights-of-way and adjacent properties.
Front Development Lot	20 feet
Side yard (interior)	5 feet.
Rear yard (interior)	15 feet
Side (street side, if applicable)	10 feet Note: Driveways providing straight-in access from a public street to a garage shall be at least 19 feet long, as measured from the ultimate public or private right-of-way.
Rear Abutting a Publicly Dedicated Alley	5 feet; however, garages may be required to be set back further to ensure adequate back up distance. Rear Yard Coverage does not apply.
Flag Lots and Alley Fronting Lots	Flag lots are required to be accessed with a minimum 16-foot wide driveway. Parcels with alley frontage should include a minimum 8-foot wide pedestrian access to the public street in the front. Parcels with frontage only on public alleys are prohibited.
Bluff Top Setback	No building or structure closer than 10 feet from bluff crest (see section 13-34 Bluff-top development).
Roof or Eaves Overhang; Awning	2 feet 6 inches into required side setback or building separation area. 5 feet into required front or rear setback.
Open, Unenclosed Stairways	Not permitted
Chimneys	May extend 2 feet above maximum building height.
Fireplaces	2 feet into required setback of building separation area
Automatic Roll-Up Garage Doors	Required
Location of Open Parking	Guest parking shall be located within a reasonable distance of the unit it serves. Detached garages that are not located within a reasonable distance to the units they are intended to serve are prohibited.
Trash Storage	All units shall be provided with a small alcove inside or outside the unit to allow storage of at least three trash carts without encroaching into the garage space. All efforts shall be made to provide on-site trash service. Trash carts shall be stored on-site for trash pick up to the greatest extent possible.
Above-Ground Pools and Spas	Prohibited in front yards and subject to 5-foot side and rear setback from the main structures.
Raised Decks	Any raised deck with a finished floor height of 18 inches or greater, as measured from finished grade, shall comply with the main building setback requirements for the underlying zone.
LANDSCAPING	
A detailed landscape plan prepared pursuant to Chapter VII Landscaping Standards shall be approved by the Planning Division prior to issuance of any building permits.	
SIGNS (See Chapter VIII).	
FENCES AND WALLS	

Table 13-42 SMALL LOT SUBDIVISION STANDARDS	
STANDARDS	**SINGLE-FAMILY UNITS (located on individual dwelling unit lots and excluding townhouses)**
Fences and walls placed between the property line and required setback line for main buildings shall conform to the city's walls, fences, and landscaping standards. See Article 9 General Site Improvement Standards of this chapter for further information.	
PREEXISTING DEVELOPMENT	
Small lot subdivisions and structures constructed, permitted or approved under the small lot ordinance prior to October 18, 2018 shall be considered conforming with regard to the above provisions.	

(c) *Documents required.*

(1) Project approval is subject to submission of complete organizational documents setting forth a plan or manner of permanent care and maintenance of any open spaces, recreational areas and commonly used areas/facilities. No such documents shall be acceptable until approved by the city attorney as to legal form and effect, and by the planning division as to suitability for the proposed use of the open areas.

(2) Prior to entering into a sales agreement for any property within a small lot subdivision, the developer shall disclose general information regarding the property to the future homebuyers, including, but not limited to, the following:

a. The type, thickness, and R-value of the insulation that has been installed in the home.

b. Any exposed hazards during and after construction (lead-based paint, asbestos, etc.).

c. Uses other than residential in proximity to the project.

d. Unusual adjacent zoning.

e. Distance to airport if within two miles.

f. Where soils, filled ground and geologic information is available.

g. Any special costs that will be incurred by the lot buyer as a result of the installation of a building foundation or any other construction due to unusual soil/geological conditions.

h. If there is fill in excess of two feet.

i. Schools servicing subdivision and any special conditions.

j. Any unusual flooding conditions.

k. Conditions of approval by the city and any resale restrictions.

l. Dedications and easements.

m. Project phasing plan.

n. CC&Rs.

(3) All small lot subdivisions shall file a declaration of covenants to be submitted with the application for approval. The declaration of covenants shall include, but not be limited to, the following provisions.

a. The homeowners' association or a maintenance association (as applicable) shall be established prior to the sale of any unit(s).

b. Membership in the homeowners or maintenance association shall be mandatory for each owner and any successive owner.

c. Provisions to restrict parking upon other than approved and developed parking spaces and to require that garages be kept available for resident parking shall be written into the covenants, conditions and restrictions for each project.

d. If the development is constructed in increments or phases which require one or more final maps, reciprocal covenants, conditions, and restrictions and reciprocal management and maintenance agreements shall be established which will cause a merging of increments as they are completed, and embody one homeowners' association with common areas for the total development.

e. The declaration of covenants shall contain language or provisions substantially as follows:

i. "The covenants, conditions and restrictions of this declaration shall run to the City of Costa Mesa insofar as they shall apply to the maintenance of the "common areas" as herein defined."

ii. "In the event the association or other legally responsible person(s) fail to maintain the common area in such manner as to cause same to constitute a public nuisance, the city may, upon proper notice and hearing, institute summary abatement procedures and impose a lien for the costs of such abatement upon the common area, individual units or the whole thereof as provided by law."

(Ord. No. 14-04, § 2B., 4-1-14; Ord. No. 15-03, § 2, 4-21-15; Ord. No. 18-10, § 2, 9-18-18; Ord. No. 21-20, § 1, 12-7-21)

Section 13-74 Elevation and screening requirements.

(a) The finished elevations of all buildings, structures, walls and fences shall be approved by the planning division ~~prior to issuance of building permits~~.

(b) All trash containers and mechanical equipment, such as air conditioning compressors, duct work, and vents shall be screened from public rights-of-way and adjacent properties.

(c) Temporary receptacles, as approved by the public services department for the purposes of public participation in the collection of recyclable products, shall not be considered a trash bin, container or receptacle subject to the requirements of this section. For the purposes of this section, *temporary* shall mean a period, or periods, of time not exceeding 90 days during any twelve-month period.

(d) Pipes and conduits including, but not limited to, plumbing pipes, vents, ducting, fire sprinkler systems and electrical conduits shall not be mounted on exterior walls and roofs.

(1) For existing pipes and conduits, painting to match the surrounding façade shall satisfy this requirement.

(2) If the wall, roof or other element(s) on which the pipe or conduit is located is structurally modified or demolished, the element(s) shall be relocated to conform with the standard outlined in CMMC 13-74(e).

(e) In residential zones, or in any zone adjacent to a residential development, ground mounted mechanical or electrical equipment proposed within eight feet of a neighboring property's windows or doors must comply with one of the mitigation methods listed below (1-3):

(1) A minimum six foot-high block wall separates the equipment from the abutting property’s window(s) and/or door(s) with a minimum separation of four feet between equipment and neighboring window(s) and/or door(s).

(2) The equipment does not generate more than 50 decibels (based on manufacturer specifications) and is not greater than the minimum distance required by the building code is setback at least five feet from between the equipment and neighboring window(s) and/or door(s).

(3) The equipment maintains the same setbacks and separations required for main structures.

Section 13-75 Fences and walls.

(a) In residential zones, including planned development, except R-1:

(1) All interior property lines of the master development lot shall have six-foot high solid opaque walls or fences that conform to the city's walls, fences and landscaping standards.

(2) All exterior property lines of the master development lot shall have solid masonry

walls that conform to the city's walls, fences and landscaping standards in respect to height and location as well as the following standards. The final review authority shall approve the wall location, height, masonry materials, and finish.

(i) Only one type of wall design with the appropriate mix of masonry materials and finishes shall be permitted for the development lot.

(ii) Wall materials such as uncolored cinder block shall be treated with a decorative finish that complements and enhances the project and surrounding neighborhood.

(iii) Exceptions to the requirements stated in subsections (2)(i) through (2)(ii) may be approved by the final review authority. These exceptions may include, but are not limited to, combination masonry walls with vinyl fencing, stained/treated wood, wrought iron fencing, green wall, and green sustainable composite materials.

(iv) The development services director shall review and approve any future additions to the exterior walls, after project completion, which shall be constructed of materials which are either identical and/or compatible with the original wall.

(b) In all residential zones, fences, walls and landscaping shall comply with the standards outlined in Figure 13-75(1).

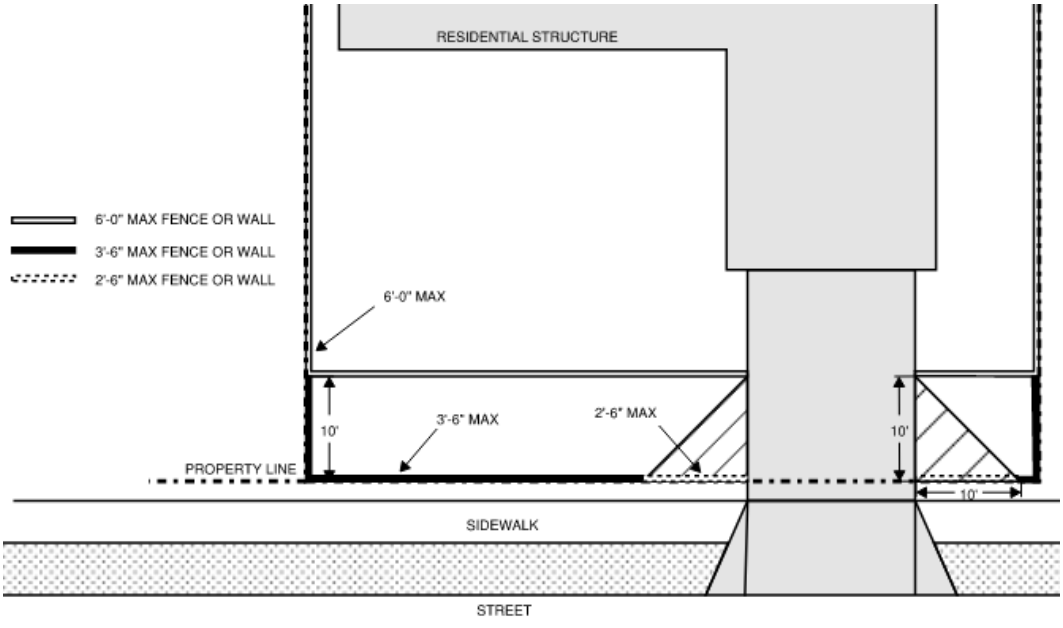


Figure 13-75(1)

(c) On corner lots, wall and fences in excess of three and a half feet in height shall be set back five feet from the street side property line.

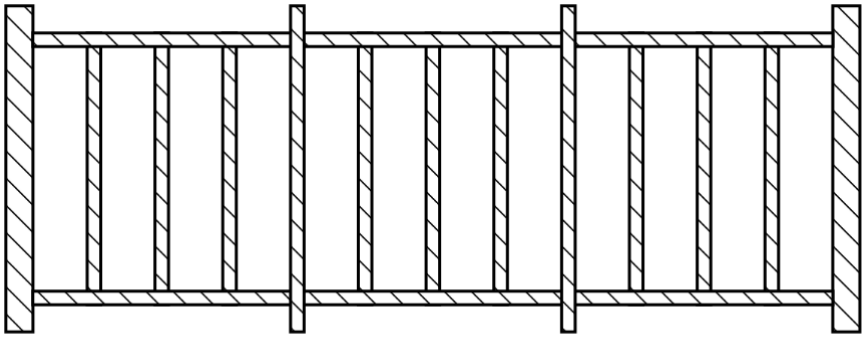
(d) ~~(b)~~ In commercial zones, including planned development: All interior property lines abutting residentially zoned property shall have solid masonry walls, at least 6 feet

but no more than eight feet in height, unless an environmental study requires additional height.

(e) ~~(c)~~ In industrial zones, including planned development: A solid masonry wall, at least six feet in height shall be constructed along all property lines which abut a residential or commercial zone. The maximum wall height shall not exceed eight feet, unless an environmental study requires additional height.

(f) Decorative details and lights such as finials, light fixtures, pilaster caps, pots and similar decorative items may extend no more than twelve inches above the maximum height limit. Decorative items shall be limited to no more than one item for every six lineal feet of fence or wall. Decorative details are prohibited within visibility triangles.

(g) In nonresidential zones, walls and fences within a landscape setback shall be a maximum of 40% solid. This shall be measured as illustrated in Figure 13-75(2).



Hatched elements shall be counted towards solid area

Figure 13-75(2)

(h) ~~(d)~~ If a fence or wall is constructed adjacent to a public street, the fence or wall shall be approved by the planning division in terms of its compatibility and harmony with the proposed building and site development and buildings and site developments existing or approved for the general neighborhood. For arterial streets that are adjacent to residential developments, new arterial walls shall comply with the city's streetscape and median development standards. No fence or wall located in any street setback shall obscure the required street setback landscaping in the commercial and industrial zones.

(i) ~~Fences and walls placed on interior property lines or between the property line and the required setback line for main buildings shall conform to the city's walls, fences and landscaping standards.~~

(i) ~~(f)~~ Fences and walls located within a visibility triangle ~~in proximity to street intersections or where a driveway intersects a sidewalk~~ shall ~~conform to the city's walls, fences and landscaping standards~~ be limited to two and a half feet in height, as illustrated in Figure 13-75(3) conform to the city's walls, fences and landscaping standards.

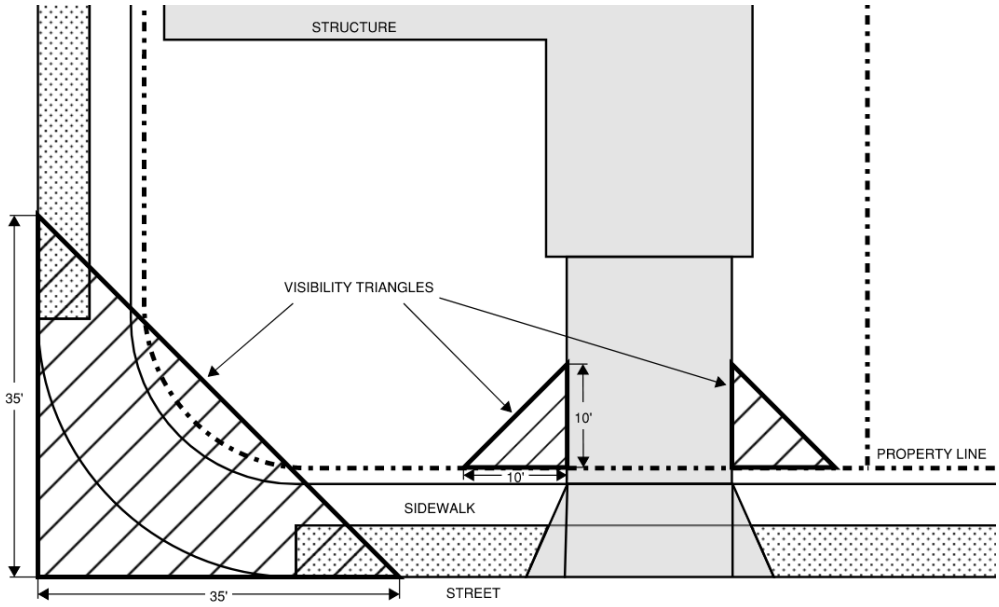


Figure 13-75(3)

(j) ~~The standards referred to in subsections **(e)** and **(f)** shall be adopted by resolution of the city council.~~

(j) In all zones, retaining walls shall comply with the standards outlined in figure 13-75(4).

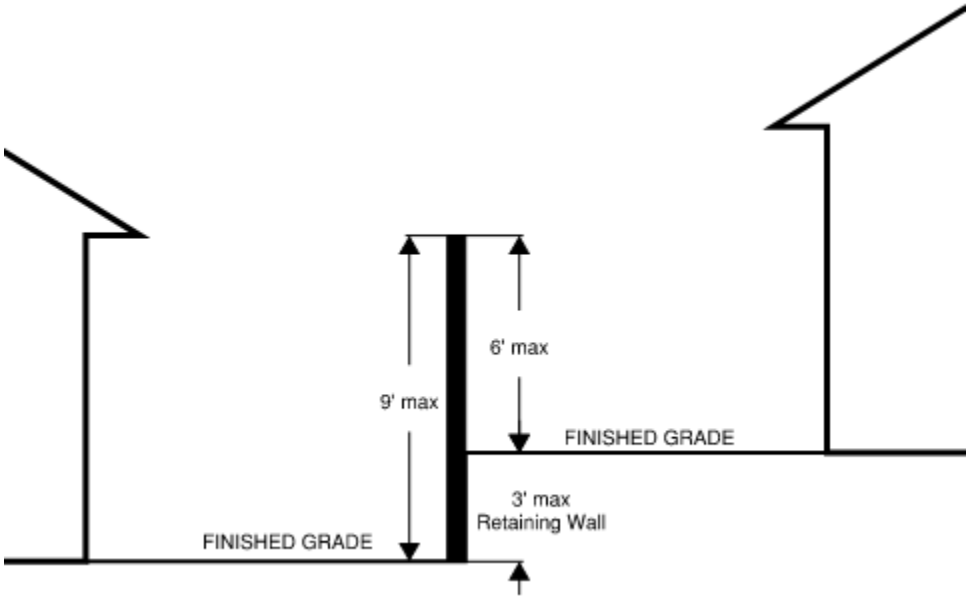


Figure 13-75(4)

(k) Wall heights shall be measured from the highest finished grade at the base of the wall.

(l) ~~(h)~~ It is unlawful to construct, install, maintain or allow to exist any barbed wire, razor

wire, concertina ribbon or similar item in any required setback abutting a public right-of-way, a required setback adjacent to a residential development or on a property with residential development. In all other locations, barbed wire, razor wire, concertina ribbon and similar items shall maintain a minimum vertical clearance of six feet eight inches from grade.

(m) ~~(i)~~ It is unlawful to install, maintain or allow to exist any electrified fence or any glass, nails or similar items embedded in walls or fences at any location.

(n) ~~(j)~~ *Chain link fences.* In all nonresidential zones, chain link fencing is prohibited in any required setback abutting a public right-of-way. In all residential zones, including planned developments, chain link fencing is prohibited in any area visible from a public street or alley.

Chain link fence removal. A property owner of any residential or planned development property that has an existing chain link fence visible from a public street or alley, shall remove the chain link fence at such time the property owner obtains a building permit, or cumulative building permits over a consecutive twelve-month period, for property improvements valued at $30,000 or more. The chain link fence shall be completely removed prior to the finalization of the last building permit(s) that exceeds the thirty thousand dollar ($30,000.00) valuation.

(o) ~~(k)~~ Security gates, in all zones, are subject to review and approval by the planning division in conjunction with the fire department and transportation division.

Section 13-89 Parking required.

The minimum amount of off-street parking as established in Table 13-89 shall be provided at the time:

(a) Any building and/or structure is constructed;

(b) Any building or structure is enlarged or increased in capacity by adding gross floor area, gross leasable area or seats;

(c) A specific use is proposed for a building site; or

(d) An existing use is changed to one which requires additional parking.

At all times, with the exception of the provisions of section 13-98, Declaration of land use restriction, parking shall be provided according to the requirements of Table 13-89.

TABLE 13-89
NON-RESIDENTIAL PARKING STANDARDS

USE	PARKING RATIO PER GROSS FLOOR AREA (except as noted otherwise)
Retail; offices; central administrative offices; individual counseling; group counseling; establishments where food or beverages are served with a maximum of 300 square feet of public area [1]	4 spaces per 1,000 square feet with a minimum of 6 spaces [2]
Office buildings exceeding 2 stories in height and 100,000 square feet in area	3 spaces per 1,000 square feet
Banks; savings and loans; credit unions	5 spaces per 1,000 square feet with a minimum of 6 spaces
Medical and dental offices; acupressure; massage	6 spaces per 1,000 square feet with a minimum of 6 spaces
Furniture and appliance stores with floor area greater than 5,000 square feet	2 spaces per 1,000 square feet with a minimum of 20 spaces
Churches; theaters; mortuaries; auditoriums; services and fraternal clubs and lodges; amphitheaters and other similar places of assembly	Within the main auditorium or assembly area: 1 space for each 3 fixed seats or 1 space for every 35 square feet of seating area if there are no fixed seats. 18 lineal inches of bench shall be considered equal to 1 fixed seat.
Racquetball and tennis facilities	3 spaces per court plus parking required for incidental uses such as restaurants which shall be calculated as noted below
Establishments where food or beverages are served with more than 300 square feet of public area [1, 4]	10 spaces per 1,000 square feet for the first 3,000 square feet; [2] 12 spaces per 1,000 square feet for each additional 1,000 square feet above the first 3,000 square feet. [2]
Health clubs; spas; figure salons; skating rinks; game arcades	Parking requirement is 10 spaces per 1,000 square feet

Bowling alleys	3 spaces per lane plus parking required for incidental uses such as restaurants which shall be calculated as noted under "Establishments where food or beverages are served"
Trade schools; business colleges; dancing and music academies	10 spaces per 1,000 square feet
Motels	1 space for each rentable unit without cooking facilities. Each rentable unit with cooking facilities shall be governed by residential parking standards
Hotels	1 space for each 2 rentable units plus 10 spaces per 1,000 square feet for the first 3,000 square feet, and 20 spaces per 1,000 square feet for each additional 1,000 square feet above the first 3,000 square feet for restaurant, banquet, meeting room and kitchen spaces
Establishments with live entertainment; i.e., go-go dancers, topless dancers, bikini dancers	1 parking space for each person for the first 100 persons as authorized by capacity signs posted by the fire department; 1 parking space for each 2 persons for every 101 to 300 persons as authorized by capacity signs posted; 1 parking space for each 3 persons for every 301 plus persons as authorized by capacity signs posted by the fire department.
Shopping centers with a minimum of 600,000 square feet of contiguous gross leasable area:	
Main structure or group of abutting structures	
Retail	5 spaces per 1,000 square feet of gross leasable area
Establishments where food or beverages are served occupying 5% or less of the total contiguous gross leasable area	1 space per 1,000 square feet of gross leasable area
Establishments where food or beverages or served in excess of 5% of the total contiguous gross leasable area	5 spaces per 1,000 square feet of gross leasable area
Office Space occupying 10% or less of the total contiguous gross leasable area	None
Office Space in excess of 10% of the total contiguous gross leasable area	4 spaces per 1,000 square feet of gross leasable area with a minimum of 6 spaces
Theaters (cumulative)	
750 seats and less	5 spaces per 1,000 square feet of gross leasable area
More than 750 seats	5 spaces per 1,000 square feet of gross leasable area plus 3 spaces for each additional 100 seats
Uses within freestanding structures	
Establishments where food or beverages are served	10 spaces per 1,000 square feet of gross leasable area
All others	Pursuant to this table
Mixed use developments	When there are mixed uses within a single development which share the same parking facilities, the total

	requirement for parking should be determined as outlined in "City of Costa Mesa Procedure for Determining Shared Parking Requirements" which are included herein by this reference and which may be amended from time to time by resolution of the city council. A greater reduction in parking than would be allowed under this procedure may be approved by minor conditional use permit where it can be demonstrated that less parking is needed due to the hours of operation or other unusual features of the users involved. For mixed-use developments located in the mixed-use overlay zone, refer to the applicable urban plan for parking rates.
Industrial	3 parking spaces shall be provided per 1,000 square feet of gross floor area for the first 25,000 square feet of building; 2 parking spaces shall be provided per 1,000 square feet of gross floor area between 25,000 and 50,000 square feet of building; and one and one-half parking spaces shall be provided per 1,000 square feet of gross floor area over 50,001 square feet of building.
Garden centers; plant nurseries	4 spaces per 1,000 square feet of gross floor area; and 2 spaces per 1,000 square feet of outdoor display area.
Smoking lounges	17 spaces per 1,000 square feet

Notes:	
1	Establishments limited to seating for 12 or fewer persons prior to June 4, 1997, shall remain at that seating limit unless additional parking is provided pursuant to this Zoning Code.
2	The outdoor patio seating area(s) shall not be included in the floor area calculations for purposes of determining the required parking.
3	The final review authority may apply a maximum credit of one parking space due to the provision of bicycle racks. This credit shall only apply to the overall parking supply and not to multiple uses.
	When the approval of a use permit is required, the final review authority may require additional parking spaces at a ratio not to exceed 30 spaces per 1,000 square feet of floor area of the entire building. Factors that may warrant additional parking include, but are not limited to, the provision of entertainment and/or dancing, or substantial ratio of floor area devoted to bar as compared to restaurant use. The maximum parking rate shall be applicable to uses that have substantially maximized the building's occupancy due to design and provision of concentrated uses.
4	When the approval of a use permit is required, the final review authority may require additional parking spaces at a ratio not to exceed 30 spaces per 1,000 square feet of floor area of the entire building. Factors that may warrant additional parking include, but are not limited to, the provision of entertainment and/or dancing, or substantial ratio of floor area devoted to bar as compared to restaurant use. The maximum parking rate shall be applicable to uses that have substantially maximized the building's occupancy due to design and provision of concentrated uses.
5	The square footage of electrical and mechanical equipment and the surrounding three feet for clearance shall be excluded from the calculation of gross floor area for the purpose of determining parking requirements

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 16, 3-2-98; Ord. No. 02-4, § 1j, 3-18-02; Ord. No. 06-9, § 1g., 4-18-06; Ord. No. 12-4, § 1, 5-15-12; Ord. No. 15-10, § 2C, 9-15-15; Ord. No. 21-20, § 1, 12-7-21)

Section 13-111 Definitions.

As used in this chapter, the following terms shall have the meanings set forth below:

Advertising statuary. An imitation, representation or similitude of a person or thing which is sculptured, molded, modeled, or cast in any solid or plastic substance, material, or fabric and used for commercial purposes.

Area (of sign). The area included within the outer dimensions of a sign. The area of multiple face signs and advertising statuary shall mean one-half the total surface area. In the case of "skeleton letters" or other signs placed on a wall without any border, the area shall be the sum of the areas of each letter or figure. The area of each letter or figure shall be computed by enclosing the letter or figure within sets of parallel lines.

Balloon sign. Any inflatable object having no dimension that exceeds 24 inches, including, but not limited to, objects made of plastic, cloth, rubber, or canvas, having the shape of any object, and regardless of whether or not it contains copy.

Banner, flag, or pennant. Any cloth, bunting, plastic, paper, or similar material used for advertising purposes on private property and not within the public right-of-way. Flags of a nation or of the State of California, displayed as such in an appropriate manner, are excepted from these regulations. See also street banner.

Billboard. A sign that advertises a business, product, service or activity which is not available at or is not conducted on the premises on which the sign is located.

Changeable copy sign. A sign whose copy consists of nonelectronic detachable lettering or numbers that must be manually installed, usually on a series of parallel tracks, including, but not limited to, service station price signs and theater marquees.

Commercial portable sign. Any sign which can be moved from place to place which is not permanently affixed to the ground or to a building used for commercial purposes. The term portable sign includes, but is not limited to, any sign affixed to an automobile, truck, trailer, or other vehicle where such sign solicits patronage to a specific business by means of parking such a vehicle primarily for the purpose of advertising such business. The term portable sign shall also include a sign posted in or on a vehicle parked on public or private property without written consent of the property owner, advertising that vehicle for sale.

Construction site sign. A sign located on a construction site used to identify the name of the future site occupant and which may include the names, addresses, and telephone numbers of businesses directly related to the construction project, including but not limited to the architect, engineer, contractor and financing entity.

Contiguous window area. Total surface area of a window or individual window panes separated only by vertical or horizontal mullions that are three inches wide or less. Window areas separated by columns, wide mullions or other elements greater than three inches in width are not considered contiguous. Window area is not considered contiguous if it is located on a separate façade.

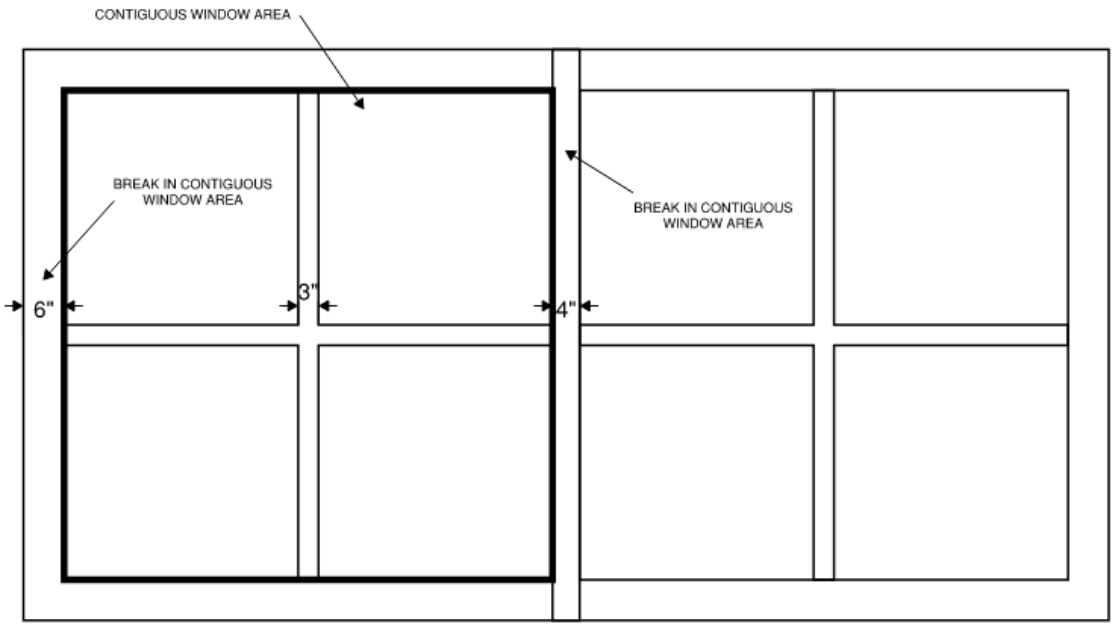


Figure 13-111(a)

Convenience sign. A sign, not larger than nine square feet, providing directional information and designed to be viewed on site or adjacent to the site by pedestrians and/or motorists. The term convenience sign shall also include electronic time/temperature signs.

Electronic changeable copy sign. A sign that uses video displays, lamps, fiber optics, light-emitting diodes (LED's) liquid crystal displays, plasma displays, or any other mechanical or light emitting medium to convey messages, movement, or animation imagery during or between messages.

For sale sign. A real estate sign indicating that the premises on which the sign is located, or any portion thereof, is for sale, lease or rent.

Freestanding sign. A sign supported permanently upon the ground by poles, braces or other supports, and not attached to any building.

Governmental sign. A sign installed by the city or other public agency pursuant to city approval, including, but not limited to, signs for motorist or pedestrian safety.

Height (of sign). The vertical distance from grade to the highest point of the sign or sign structure.

Illegal sign. Any sign installed or modified in violation of the Costa Mesa Municipal Code at the time the sign was installed or modified.

Illumination exterior. Illumination cast on a sign from an exterior source, such as a floodlight.

Illumination interior. Illumination generated from the interior of a sign.

Illumination interior with opaque background. Interior illumination of a sign where the

background of the sign face is opaque and only the copy is illuminated.

Inflatable sign. Any inflatable object having any dimension in excess of 24 inches, including, but not limited to, objects made of plastic, cloth, rubber, or canvas, having the shape of any object, and regardless of whether or not it contains copy.

Mural or super graphic. A large image, picture, or design painted on or affixed to the exterior of a building or structure. A mural or super graphic is a sign only if it is related by language and/or logo to the advertisement of any product or service or the identification of any business.

Neighborhood identification sign. A sign identifying the entrance to a residential area consisting of five or more acres.

Non-commercial banner, flags, or pennants. Any cloth, bunting, plastic, paper, or similar material which is not used for advertising purposes on private property and not within the public right-of-way. Examples of non-commercial banners generally include, but are not limited to, signs that espouse a political or religious viewpoint, and signs commenting on public official(s) or matter(s) of public discourse.

Non-commercial portable sign. Any sign which can be moved from place to place which is not permanently affixed to the ground or to a building which is not used for commercial purposes. Examples of noncommercial signs generally include, but are not limited to, signs that espouse a political or religious viewpoint, and signs commenting on public official(s) or matter(s) of public discourse.

Nonconforming sign. A sign which was legally installed under laws or ordinances in effect at the time of its installation, but which is in conflict with the current provisions of this chapter.

Open house sign. A real estate sign with the words "Open House" as the primary copy for the premises on which the sign is located.

Painted wall sign. Any sign painted directly on the exterior surface of a building or structure, except awnings or canopies. (See "mural or super graphic").

Permanent window sign. A sign that is placed on or behind a window for a period of time in excess of 60 days. Paper or cardboard signs, or signs painted directly onto the surface of a window are not considered permanent window signs regardless of the duration of display.

Public baseball/softball field. Any baseball and/or softball field owned, rented, or leased by the city or used by the city under a joint use agreement.

Public property. Any building, park, grounds, structures, or other real property (collectively referred to as "property" for the purpose of this definition) owned, rented, or leased by the city not within the public right-of-way or any such property used by the city under a joint use agreement. For the purposes of this definition, public property does not include public baseball and softball fields.

Public right-of-way. Any public sidewalk, street, alley or highway improved to allow vehicular and pedestrian access and adjacent city landscape areas including trees

therein, traffic control devices, street name signs, fire hydrants and other structures, under the ownership and jurisdiction of the city or the state.

Real estate sign. A temporary sign placed for the purposes of advertising the premises on which the sign is located as either for sale, lease or rent, and includes for sale sign and open house sign.

Sign. Any medium for visual communication, including its copy, structure and component parts, which is used or intended to be used to attract attention to, or identify, or advertise a business, product, service, activity, or location or to provide information. "Sign" includes statuary and graphic wall designs used for advertising purposes. "Sign" includes billboards, but does not include handbills.

Site. One or more parcels of land identified by the assessor's records and for which an integrated building development exists or has been proposed.

Street. A public or private alley, street or highway improved to allow vehicular access.

Street banner. Any cloth, bunting, plastic, paper, or similar material used for advertising purposes on a light standard within the public right-of-way.

Temporary window sign. A non-illuminated sign placed on or behind a window for a period of time not in excess of 60 days for the purpose of advertising special sales, prices, products or services, including paper or cardboard signs, or signs painted directly onto the surface of a window.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 99-10, § 1, 7-19-99; Ord. No. 02-8, § 1a, 4-15-02; Ord. No. 04-11, §§ 1, 2, 10-18-04; Ord. No. 11-11, § 1, 9-20-11; Ord. No. 16-04, § 2, 8-2-16; Ord. No. 18-02, § 2, 1-16-18)

Section 13-142 Development standards.

Table 13-142 identifies the development standards for antennas. Proposed antennas not in compliance with the applicable development standards shall require the approval of a minor conditional use permit pursuant to section 13-144, Minor conditional use permit requirements.

TABLE 13-142
ANTENNA DEVELOPMENT STANDARDS

STANDARDS	SATELLITE DISH	AMATEUR RADIO	COMMUNICATION
Maximum Height (measured from the property's grade to the highest point of the antenna)			
Residential Zone or Nonresidential Zone Adjacent to a Residential Zone:	15 feet	75 feet	30 feet
Other Nonresidential Zone:	Not to exceed allowable building height	Same as above	Same as above
Front Yard Location Permitted	No		
Side and Rear Setbacks (setbacks apply to antenna support structure and to arrays and projections attached thereto, unless otherwise noted)			
Residential Zone:	Side: Comply with setbacks for accessory structures, with a minimum setback of 5 feet. Rear: Ground-mounted antenna support structures may be located in a required rear yard if located as far forward as possible from the rear property line. Minimum of 5 feet for arrays and projections attached to the antenna support structure.		
Nonresidential Zone:	Side and Rear: Comply with setbacks for main structures, with a minimum setback of 5 feet. Exception: Side and/or Rear, when adjacent to a Residential Zone: Minimum of 5 feet from the residential property line. Additionally, the antenna support structure shall be located as far as possible from the residential property line.		
Roof-mounted Location	Shall be located on the portion of the roof farthest from any adjacent street, residential zone (if applicable), bluff, and/or park, whichever location will result in the least visual impact.		
Maximum Number Residential Zone or Nonresidential Zone adjacent to a Residential Zone:	One Exception: Legally subdivided residential units in small lot subdivision projects, and units in Planned Unit Development projects with individual lots, shall each be allowed one satellite dish antenna unless otherwise prohibited.	One antenna support structure in excess of 30 feet. One whip antenna in excess of 30 feet. Note: There is no limit on the number of antennas which do not exceed 30 feet in height.	One antenna support structure
Other Nonresidential Zone:	No regulation	No regulation	No regulation
Maximum Diameter Residential Zone or Nonresidential Zone adjacent to a Residential Zone:	10 feet	Any dish-shaped element attached to an antenna: 2 feet Exception: Any dish-shaped element in excess of 2 feet in diameter that is attached to an antenna shall require approval of a minor conditional use permit and comply with the satellite dish antenna development standards regarding maximum height (applicable to dish element only) diameter, screening and materials, as applicable.	
Other Nonresidential Zone:	No regulation	Dish-shaped elements in excess of 2 feet in diameter shall comply with the satellite dish antenna development standards regarding maximum height (applicable to dish element only) and materials.	
Screening Required	Screening, either partial or total, may be	Ground-mounted: No regulation.	Ground-mounted:

TABLE 13-142
ANTENNA DEVELOPMENT STANDARDS

STANDARDS	SATELLITE DISH	AMATEUR RADIO	COMMUNICATION
Residential Zone or Nonresidential Zone adjacent to a Residential Zone:	required by the planning division when the antenna is visible from off-site. The screening may consist of a solid, opaque fence, wall, vegetation, landscaping and/or any other material deemed acceptable by the planning division.	Roof-mounted: Antennas less than 30 feet in height: No regulation. Antennas 30 feet or more in height: Screening may be required in Nonresidential Zones if necessary to lessen visual impacts on the adjacent Residential Zone(s), under the direction of the planning division.	Screening ~~either partial or total, may~~ shall be required ~~by the planning division~~ when the antenna and support structures/equipment is visible from off site. Roof-mounted: Screening may be required if necessary to lessen visual impacts, under the direction of the planning division.
Other Nonresidential Zone:	No regulation		Same as above
Color	All antennas visible from off-site shall be finished in a color deemed unobtrusive to the neighborhood in which it is located, under the direction of the planning division.		
Signs	No sign of any kind shall be posted or displayed on any antenna.		
Radiofrequency (RF) Radiation	No transmitting antenna or facility, except as categorically excluded by the Federal Communication Commission, shall exceed the radiofrequency (RF) radiation and maximum permissible exposure (MPE) limits for electrical and magnetic field strength and power density established by the National Council on Radiation Protection and Measurements (NCRP) and the 1992 ANSI/IEEE for an "uncontrolled environment." It shall be the responsibility of the applicant to provide evidence of compliance with applicable standards.		
Wiring	All electrical and antenna wiring shall be encased in tubing or other devices acceptable to the planning division and/or concealed to the maximum extent feasible to minimize visual impact.		
Materials	When the antenna exceeds 6 feet in height above grade, the dish-shaped element shall be of a mesh construction. Not applicable.		
Other Requirements	Ground-mounted antennas shall not reduce the area required for parking, internal circulation or other development standards in this Zoning Code. All antennas shall be permanently mounted, and no antenna may be installed on a portable or movable structure.		

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 23, 3-2-98; Ord. No. 21-20, § 1, 12-7-21)

Section 13-265.5 Parcel Maps for Urban Lot Splits.

(a) Definitions. For purposes of this section, the following definition shall apply:

(1) "Urban lot split" means a lot split of a single-family residential lot into two parcels that meets the requirements of this section.

(b) The city shall ministerially approve a parcel map for a lot split that meets the following applicable requirements:

(1) The parcel is located within a single-family residential zone.

(2) The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.

(3) The parcel map divides an existing parcel to create no more than two new parcels of approximately equal lot area, provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel.

(4) Both newly created parcels are no smaller than 1,200 square feet.

(5) The parcel is not located in any of the following areas and does not fall within any of the following categories:

a. A historic district or property included on the State Historic Resources Inventory, as defined in section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

b. Prime farmland or farmland of statewide importance as further defined in Government Code section 65913.4(a)(6)(B).

c. Wetlands as defined in the Unites States Fish and Wildlife Service Manual, Part 660 FW 2(June 21, 1993).

d. A very high fire hazard severity zone as further defined in Government Code section 65913.4(a)(6)(D). This does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

e. A hazardous waste site that is listed pursuant to Government Code section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

f. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted

by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

g. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

i. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or

ii. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

h. A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

i. Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

j. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with section 1900) of Division 2 of the Fish and Game Code).

k. Lands under a conservation easement.

(6) The proposed lot split would not require demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance or law that

restricts rents to levels affordable to persons and families of moderate, low, or very low income;

b. Housing that is subject to any form of rent or price control by the city;

c. A parcel or parcels on which an owner of residential real property exercised rights under Government Code section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date of the application; or

d. Housing that has been occupied by a tenant in the last three years.

(7) The lot split does not create more than two units on a parcel, including any accessory dwelling units or junior accessory dwelling units.

(c) Standards and Requirements. Except where superseded by the following provisions or state law, Parcel Maps for Urban Lot Splits pursuant to Government Code Section 66411.7 shall comply with the development standards applicable to the R1 Single-Family Residential District including but not limited to Section 13-32 of this code:

(1) The lot split conforms to all applicable objective requirements of the Subdivision Map Act and Title 13 of this code, except as the same are modified by this section.

(2) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(3) Except for those circumstances described in section C2 above, the setback for side and rear lot lines shall be four feet. The front setback shall be as set forth in the R-1 Single-Family Residential District standards.

(4) The applicant shall provide easements for the provision of public services and facilities as required.

(5) Units constructed on sites created pursuant to Government Code Section 66411.7 shall adhere to the following:

a. All new development shall be constructed, in accordance with code standards and design guidelines applicable to the R1 Single-Family Residential District.

b. Each unit which is attached to an existing or proposed dwelling shall have the same design, materials, finishes, and colors as the attached dwelling and shall be in accordance with code standards and design guidelines applicable to the R1 Single-Family Residential District.

c. Any proposed detached units on the same lot shall be compatible in exterior appearance with an existing unit in terms of design, materials, finishes, and colors within the same property on which it is proposed to be constructed, in accordance with code standards and design guidelines

applicable to the R1 Single-Family Residential District.

(6) All lots shall have a minimum street frontage of ten feet to provide for vehicular access, or 16-foot frontage if the driveway serves two units. For a lot without physical street frontage, access to street frontage shall be provided by the granting of a duly recorded permanent easement for ingress and egress purposes in favor of the lot without physical street frontage.

(7) In order to preserve the City's inventory of on-street parking, existing and proposed development pursuant to Government Code section 66411.7 shall be limited to one driveway ingress/egress per resultant lot.

(8) Required off-street parking shall ~~be limited to~~ consist of at least one garage parking space per unit and the location and configuration of such parking shall be in compliance with the standards set forth in this code, except that no parking requirements shall be imposed in either of the following circumstances:

a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined by Public Resources Code section 21155(b) or a major transit stop as defined in Public Resources Code section 21064.3; or

b. There is a car share vehicle located within one block of the parcel.

(d) The city shall not deny an application based on any of the following:

(1) The city shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

(2) The city shall not impose any objective zoning, subdivision, or design standards that would have the effect of physically precluding the creation of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet. If the city determines that the strict application of objective zoning, subdivisions or design standards would physically preclude the development of two units on a lot each with a minimum unit size of 800 square feet, the city may ministerially allow deviations from development standards generally applicable to the R-1 zoning district pursuant to city policies and/or regulations implementing this section if such deviation is in compliance with applicable building and fire code standards and regulations and if there are no other feasible means of complying with state law.

(3) The city shall not require the correction of nonconforming zoning provisions as a condition for the lot split.

(4) The city shall not deny an application solely because it proposes an adjacent or connected structure provided that all building code safety standards are met and they are sufficient to allow a separate conveyance.

(e) An applicant for an urban lot split shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the

following:

(1) That applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of approval. This requirement does not apply when the applicant is a "community land trust" or a "qualified nonprofit corporation" as the same are defined in the Revenue and Taxation Code.

(2) That the uses shall be limited to residential uses.

(3) That any rental of any unit created by the lot split shall be for a minimum of thirty-one days.

(4) That the maximum number of units to be allowed on the parcels is ~~two~~ four, including but not limited to units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, junior accessory dwelling units, or units allowed pursuant to section 13-36.

(f) The city may deny the lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(g) This section shall not apply to:

(1) Any parcel which has been established pursuant to a lot split in accordance with this section; or

(2) Any parcel where the owner of the parcel being subdivided or any person acting in concert with the owner has previously subdivided an adjacent parcel in accordance with this section. For purposes of this section, it will be assumed that where a lot owner purchased the property from an adjacent owner who subdivided his property pursuant to this division within five years of the lot split, the owner is acting in concert with the then owner of the adjacent lot. However, acting in concert is not limited to this situation.

(h) The provisions of this section supersede any contrary provisions contained elsewhere in this code.

RESOLUTION NO. 85-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADOPTING SHARED PARKING REQUIREMENTS FOR THE CITY OF COSTA MESA.

WHEREAS, the planning Commission and City Council have reviewed a report prepared by Staff concerning shared parking; and

WHEREAS, studies conducted by the Urban Land Institute and others indicate how peak parking demand for different uses varies by hour, day and month; and

WHEREAS, these study results can be used to predict combined peak parking demand for mixed use projects;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa that the "City of Costa Mesa Procedure for Determining Shared Parking Requirements" as set forth in Exhibit A, attached, is hereby adopted for the City of Costa Mesa and will become effective on the effective date of Ordinance 85-20.

PASSED AND ADOPTED this 17th day of June, 1985.

Norma Hertzog
Mayor of the City of Costa Mesa

ATTEST:

Eileen P. Phinney
City Clerk of the City of Costa Mesa

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

I, EILEEN P. PHINNEY, 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. 85-56 was duly and regularly passed and adopted by said City Council at a regular meeting thereof, held on the 17th day of June, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Costa Mesa this 18th day of June, 1985.

Eileen P. Phinney
City Clerk and ex-officio Clerk of the
City Council of the City of Costa Mesa

EXHIBIT A

CITY OF COSTA MESA PROCEDURE FOR

DETERMINING SHARED PARKING REQUIREMENTS

1. Determine peak parking requirements for each use in the development according to standards in the Costa Mesa Municipal Code.

2. Using the following table, determine the hourly and daily parking requirement for each use:

	Banks and Office		Retail		Restaurant		Theaters and Cinemas		Residential		HOTEL				Conference/ Convention
											Guest Rooms		Restaurant/ Lounge		
	Week days	Week ends	Week days	Week ends	Week days	Week ends	Week days	Week ends	Week days	Week ends	Week days	Week ends	Week days	Week ends	
6:00 am	3%	-	-	-	-	-	-	-	100%	100%	100%	90%	20%	20%	-
7:00 am	20	3%	8%	3%	2%	2%	-	-	87	95	85	70	20	20	-
8:00 am	63	10	17	10	5	3	-	-	79	88	65	60	20	20	50%
9:00 am	93	13	40	30	10	6	-	-	73	81	55	50	20	20	100
10:00 am	100	13	65	45	20	8	-	-	68	74	45	40	20	20	100
11:00 am	100	17	83	73	30	10	-	-	59	71	35	35	30	30	100
Noon	90	17	92	85	50	30	23%	30%	60	71	30	30	50	30	100
1:00 pm	90	13	95	95	70	45	53	70	59	70	30	30	70	45	100
2:00 pm	97	10	92	100	60	45	53	70	60	71	35	35	60	45	100
3:00 pm	93	7	90	100	60	45	53	70	61	73	35	40	55	45	100
4:00 pm	77	7	83	90	50	45	53	70	66	75	45	50	50	45	100
5:00 pm	47	3	75	75	70	60	53	70	77	81	60	60	70	60	100
6:00 pm	23	3	78	65	90	90	61	80	85	85	70	70	90	90	100
7:00 pm	7	3	85	60	100	95	68	90	94	87	75	80	100	95	100
8:00 pm	7	3	83	55	100	100	76	100	96	92	90	90	100	100	100
9:00 pm	3	-	58	40	100	100	76	100	98	95	95	95	100	100	100
10:00 pm	3	-	30	38	90	95	76	100	99	96	100	100	90	95	50
11:00 pm	-	-	12	13	70	85	61	80	100	98	100	100	70	85	-
Midnight	-	-	-	-	50	70	53	70	100	100	100	100	50	70	-

3. Determine the total demand for the development by hour and day by totaling the appropriate figures for each use.

4. The parking requirement for the development shall be equal to the highest total found under 3 above.

Exhibit "A"
Resolution No. 85-56
Page 1 of 1

O-4-6

Rxlution 85-56

Costa Mesa

STANDARDS AND SPECIFICATIONS

WALLS, FENCES, AND LANDSCAPING

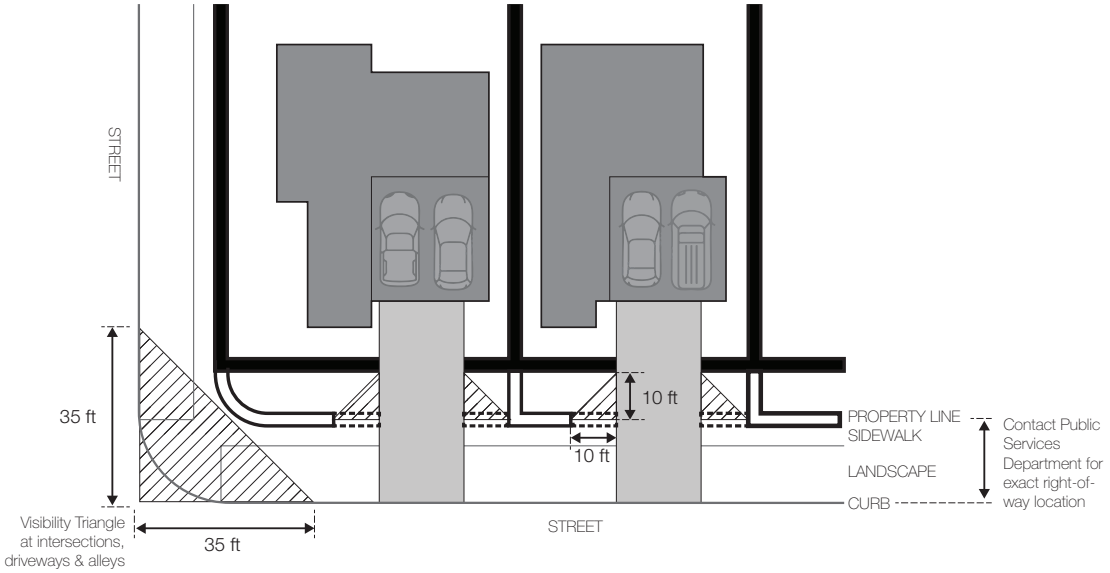
LOCATION:

2'-6" max fence

3'-0" max fence

6'-0" max fence

Visibility Triangle



HEIGHT:



RESIDENTIAL ZONES:

- Height of walls, fences, and landscaping shall conform with the Visibility Triangle to allow for visibility at intersections and driveways.
- Corner / street cutoffs may be increased or decreased by staff due to street design / configuration.
- Any walls or fences exceeding the maximum specificied height limits require discretionary review.
- Check with the Building & Safety Division for any additional requirements.
- EXCEPTION for R2-MD, R2-HD, R-3 Zones: On corner lots, wall and fences in excess of 36 inches in height shall be set back 5 feet from the street side property line.

COMMERCIAL / INDUSTRIAL ZONES:

- No fence or wall shall obscure the setback landscaping required adjacent to a public right-of-way unless approved by a specific entitlement.

ALL ZONES:

- Fence or walls constructed adjacent to a public street shall be reviewed for compatibility / harmony with surrounding buildings and site developments.
- For corner lots, the narrowest street frontage is the front of the property.

Costa Mesa

ZONING ADMINISTRATOR DETERMINATION No. 08-3

SUBJECT: TEMPORARY WINDOW SIGN AREA

CMMC: TABLE 13-115

DATE: APRIL 28, 2008

BACKGROUND

This determination supercedes the Zoning Administrator Determination issued on January 15, 2001.

Table 13-115 limits temporary window signs in commercial and industrial zones to a maximum of 20% of contiguous window area. "Contiguous window area" is further defined below.

DETERMINATION

Contiguous window area includes window panes separated only by mullions and shall be considered as a single window area, of which 20% may be covered by temporary signs for a period not to exceed 60 days. For example, a building with 10 window panes separated by mullions would be allowed to display temporary windows on 20% of that window area—whether that is 20% of each individual pane or any other combination totaling 20% of the total contiguous window area.

Windows that are separated from other windows by solid walls are not contiguous window areas.

Please note that an increase in allowable temporary window sign area may be approved by the Zoning Administrator as specified in Table 13-115.

Kimberly Brandt

KIMBERLY BRANDT, AICP
Zoning Administrator

Costa Mesa

ZONING ADMINISTRATOR DETERMINATION No. 08-5

SUBJECT: COUNSELING (INCLUDING GROUP COUNSELING)

CMMC SEC: TABLES 13-30 AND 13-89

DATE: MAY 19, 2008

BACKGROUND

This determination supercedes the Zoning Administrator Determination issued on October 8, 2004.

There is a need to clarify the treatment of counseling offices under the Land Use Matrix (Table 13-30) and parking requirements (Table 13-89) of the zoning code. Uses in question include career and vocational counseling; marriage, family, and child counseling (MFCC); psychologists; psychiatrists; substance abuse counseling; and similar services. Counseling may be provided on an individual, family, or group basis.

DETERMINATION

Individual and family counseling services will be classified as "general office" uses, and not as "medical offices." This is because many, if not most, counseling services are provided by professionals without medical credentials – thus, technically not "medical" uses – and because of differences in operational characteristics (number of clients/patients being served simultaneously, number of clients/patients in waiting rooms, number of exam or treatment rooms, number of support personnel, etc.). Thus, individual and family counseling will be a permitted use where general offices are permitted and a conditional use where general offices are conditional uses.

Parking requirements for individual and family counseling services will be the same as for "general office" uses – currently 4 spaces per 1,000 sq. ft. of gross floor area.

Group counseling services will (except in I&R and I&R-S zones) be classified in the same way as "trade and vocational schools," which is a listed use (currently #37) in Table 13-30. This determination is in accordance with Section 13-30(d) which allows a use that is not listed (group counseling) to be treated in the same way as a substantially similar use. Operational characteristics common to both group

counseling and trade/vocational schools include groups of people arriving and departing at the same times, assembling for approximately hour-long sessions, and having similar staffing levels. Thus, group counseling would be a permitted use in most commercial zones, and a minor conditional use in industrial zones. However, unlike trade and vocational schools, group counseling, would not be permitted in I&R and I&R-S zones, unless it's part of the approved institutional use (e.g., hospital, school, church).

Parking requirements for group counseling services will be the same as for "trade schools, business colleges, dancing and music academies" – currently 10 spaces per 1,000 sq. ft. of gross floor area. Where hours of operation or other unique operating characteristics indicate that a lower parking requirement would be sufficient, a minor conditional use permit may be processed, in accordance with Section 13-89.5.

Planners should use their discretion in cases where an office which primarily provides individual or family counseling may hold occasional group sessions.

Kimberly Brandt

KIMBERLY BRANDT, AICP
Zoning Administrator

Costa Mesa

ZONING ADMINISTRATOR DETERMINATION
No. 08-12

SUBJECT: EXPOSED PIPES AND CONDUIT

CMMC: SECTION 13-74(a)

DATE: AUGUST 28, 2008

BACKGROUND

This determination supercedes the Zoning Administrator Memorandum issued on August 12, 2003.

On rare occasions, individuals faced with replumbing their homes or businesses will choose to mount the new piping on the exterior wall surface, instead of within the walls. Also, surface-mounted conduit is sometimes used for new electrical services or circuits, and fire sprinkler supply lines are frequently mounted to the exterior of commercial and industrial buildings. The Plumbing Code does not specifically prohibit installation of piping on exterior wall surfaces.

Costa Mesa Municipal Code Section 13-74(a) specifies that the finished elevations of all building and structures shall be approved by the Planning Division. Various development standards in the Zoning Code articulate the objective of preserving and enhancing aesthetics and/or protecting against unsightliness.

DETERMINATION

To ensure against unsightly interruption of exterior building elevations, plumbing pipes (water and gas), vents, ducting, fire control or fire sprinkler systems, and electrical conduit shall not be mounted on exterior wall surfaces where visible from off site or from adjacent buildings, private yards, or common spaces on the same property. Exceptions may be allowed with specific prior approval by the Zoning Administrator. Approval, if granted, will be limited to specials circumstances where it is impractical to conceal pipes or conduit within walls and may be conditioned to require pipes or conduits to be enclosed in a soffit or chase, or otherwise screened from view.

Kimberly Brandt

KIMBERLY BRANDT, AICP
Zoning Administrator

Costa Mesa

ZONING ADMINISTRATOR DETERMINATION
No. 15-1

SUBJECT: **ANTENNA HEIGHT AND SCREENING REQUIREMENTS**

CMMC SEC: **CHAPTER IX, ARTICLE 2**
TABLE 13-142

DATE: **JUNE 22, 2015**

BACKGROUND

Table 13-142, Antenna Development Standards, identifies the development standards for antennas. Proposed antennas not in compliance with the applicable development standards shall require approval of a MCUP.

The purpose of this Zoning Administrator Determination is to describe how these development standards are applied to **both** the antenna and associated support structure with regard to maximum allowable height and screening requirements.

DETERMINATION

Code indicates that the maximum height is "*measured from the property's grade to the highest point of the antenna.*" Therefore, the overall height needs to include both the antenna **and** associated antenna support structure.

Code also indicates that screening is required in certain circumstances. Any reference to "screening required" within the Code shall apply not only to the antenna itself but also any associated antenna support structure upon which the antenna is either placed or contained. The purpose of the screening requirement is to lessen visual impacts of the entire structure; therefore, screening applies to the entire structure and not limited to the component antenna(s) only.

WILLA BOUWENS-KILLEEN, AICP
Zoning Administrator

CLAIRE L. FLYNN, AICP
Asst. Development Svcs. Director

Costa Mesa

ZONING ADMINISTRATOR DETERMINATION
No. 17- 01

SUBJECT: **DEDUCTION OF SQUARE FOOTAGE OF MECHANICAL AND ELECTRICAL ROOMS FROM GROSS AREA CALCULATED FOR NONRESIDENTIAL USES**

CMMC SEC: **TITLE 13, CHAPTER VI, ARTICLE 2**

DATE: **JANUARY 18, 2017**

BACKGROUND

A Zoning Administrator interpretation has been made to allow for the exclusion of square footage used for mechanical and electrical equipment rooms when calculating the number of parking spaces required for a nonresidential use.

Costa Mesa Municipal Code determines the number of parking spaces for any nonresidential use by calculating parking demand using the parking ratio per gross floor area. Gross floor area is defined by the Zoning Code as: *The area of all floors within the walls of a structure except elevator and other vertical shafts (including stairwells) and elevator equipment areas*. Neither the definition of gross floor area nor the zoning code as a whole addresses mechanical or electrical rooms that are enclosed rooms permanently used for the sole purpose of siting or maintaining mechanical or electrical equipment.

DETERMINATION

Since the space used for mechanical and electrical equipment is space not occupied by employees or patrons during the operation of a nonresidential use it should have no impact on parking for the use. Consequently, the square footage used for calculating the number of parking spaces for a nonresidential may be gross floor area minus the square footage used for electrical or mechanical equipment rooms.

WILLA BOUWENS-KILLEEN, AICP
Zoning Administrator

Costa Mesa

ZONING ADMINISTRATOR DETERMINATION
No. 17-02

SUBJECT: **PLACEMENT GUIDELINES FOR MECHANICAL OR ELECTRICAL EQUIPMENT, SUCH AS HVACS OR POOL EQUIPMENT IN RESIDENTIAL ZONES.**

CMMC SEC: **13-32**

DATE: **February 7, 2017**

BACKGROUND

Costa Mesa Municipal Code is silent on ground mounted placement of mechanical and electrical equipment. The mechanical and electrical equipment may not be aesthetically appealing and/or produce a persistent noise which may create a nuisance for abutting neighbors. To ensure that installation of mechanical or electrical equipment like HVACs or pool equipment do not cause a nuisance to abutting properties or the neighborhood in general, guidelines are provided below.

DETERMINATION

In determining the appropriateness of a proposed location for electrical or mechanical equipment on a residential property the following guidelines apply:

1. All equipment must be screened from view for abutting property owners and from the public right of way.

2. All equipment must be outside of the front setback of the development lot.

3. Mechanical/electrical equipment proposed within 10 feet of a neighboring property's window(s) or door(s) is subject to meeting one of the mitigation methods listed below (3a-3c) or obtaining written consent from the abutting neighbor. In special cases when none of these options apply, a City planner may make a determination that the proposed location is the best potential location for the equipment and add special noise mitigating or screening conditions.

a) A minimum six-foot-high block wall separates the equipment from the abutting property's window(s) and/or door(s) with a minimum separation of 5 feet between equipment and window(s)/door(s).
b) The equipment does not generate more than 50 decibels and is setback at least 5 feet between equipment and window(s)/door(s).
c) The equipment maintains the same setbacks and separations required for main structures.

WILLA BOUWENS-KILLEEN, AICP
Zoning Administrator

URGENCY ORDINANCE NO. 2021-21

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA ADOPTING CHANGES TO TITLE 13 (ZONING) RELATING TO THE IMPLEMENTATION OF SENATE BILL 9 FOR THE CREATION OF TWO (2) RESIDENTIAL UNITS PER LOT AND URBAN LOT SPLITS IN SINGLE FAMILY RESIDENTIAL ZONES; AND DECLARING THE ORDINANCE TO BE AN URGENCY MEASURE TO TAKE EFFECT IMMEDIATELY UPON ADOPTION

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, on September 16, 2021 Governor Gavin Newsom approved Senate Bill 9 (SB 9, Chapter 162) relating to the creation of two residential units per lot which requires local agencies to ministerially approve housing development containing no more than two residential units per lot and ministerially approve an urban lot split; and

WHEREAS, SB 9 takes effect on January 1, 2022; and

WHEREAS, SB 9 allows local agencies to impose limited objective zoning, subdivision, and design review standards in compliance with Government Code Sections 65852.21 and 66411.7; and

WHEREAS, given that SB 9 was not signed until mid-September, there was insufficient time to process this Ordinance through noticed hearings before the Planning Commission and City Council and have an ordinance (Zoning Code amendment) in place by January 1, 2022; and

WHEREAS, the public is already beginning to express interest in developing under this new law and it is necessary to have standards in place by the time SB 9 becomes effective for the benefit of the public health, safety and welfare of the City; and

WHEREAS, the City of Costa Mesa, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA Guidelines (Sections 15000 et seq., Title 14 the California Code of Regulations) has determined that this Ordinance is statutorily exempt from the provisions of CEQA because this Ordinance is not considered a "project" pursuant to Government Code Section 65852.21(j) and because and it can be seen with certainty that this Ordinance will not have an effect on the environment pursuant to Section 15061.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Article 7., Urban Lot Splits, hereby added to Chapter XI., Subdivisions, Title 13, Planning, Zoning and Development, of the Costa Mesa Municipal Code to read as follows:

Article 7. URBAN LOT SPLITS

Section 13-265.5 Parcel Maps for Urban Lot Splits.

A. Definitions. For purposes of this section, the following definition shall apply:

1. "Urban lot split" means a lot split of a single-family residential lot into two parcels that meets the requirements of this section.

B. The city shall ministerially approve a parcel map for a lot split that meets the following applicable requirements:

1. The parcel is located within a single-family residential zone.

2. The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.

3. The parcel map divides an existing parcel to create no more than two new parcels of approximately equal lot area, provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel.

4. Both newly created parcels are no smaller than 1,200 square feet.

5. The parcel is not located in any of the following areas and does not fall within any of the following categories:

    a. A historic district or property included on the State Historic Resources Inventory, as defined in section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

    b. Prime farmland or farmland of statewide importance as further defined in Government Code section 65913.4(a)(6)(B).

    c. Wetlands as defined in the Unites States Fish and Wildlife Service Manual, Part 660 FW 2(June 21, 1993).

d. A very high fire hazard severity zone as further defined in Government Code section 65913.4(a)(6)(D). This does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

e. A hazardous waste site that is listed pursuant to Government Code section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

f. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

g. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

    i. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or

    ii. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

h. A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise

certification in accordance with section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

i. Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

j. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with section 1900) of Division 2 of the Fish and Game Code).

k. Lands under a conservation easement.

6. The proposed lot split would not require demolition or alteration of any of the following types of housing:

   a. Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

   b. Housing that is subject to any form of rent or price control by the city;

   c. A parcel or parcels on which an owner of residential real property exercised rights under Government Code section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date of the application; or

   d. Housing that has been occupied by a tenant in the last three years.

7. The lot split does not create more than two units on a parcel, including any accessory dwelling units or junior accessory dwelling units.

C. Standards and Requirements. Except where superseded by the following provisions or state law, Parcel Maps for Urban Lot Splits pursuant to Government Code Section 66411.7 shall comply with the development standards applicable to the R1 Single-Family Residential District including but not limited to Section 13-32 of this code:

1. The lot split conforms to all applicable objective requirements of the Subdivision Map Act and Title 13 of this code, except as the same are modified by this section.

2. No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

3. Except for those circumstances described in section C2 above, the setback for side and rear lot lines shall be four feet. The front setback shall be as set forth in the R-1 Single-Family Residential District standards.

4. The applicant shall provide easements for the provision of public services and facilities as required.

5. Units constructed on sites created pursuant to Government Code Section 66411.7 shall adhere to the following:

   a) All new development shall be constructed, in accordance with code standards and design guidelines applicable to the R1 Single-Family Residential District.

   b) Each unit which is attached to an existing or proposed dwelling shall have the same design, materials, finishes, and colors as the attached dwelling and shall be in accordance with code standards and design guidelines applicable to the R1 Single-Family Residential District.

   c) Any proposed detached units on the same lot shall be compatible in exterior appearance with an existing unit in terms of design, materials, finishes, and colors within the same property on which it is proposed to be constructed, in accordance with code standards and design guidelines applicable to the R1 Single-Family Residential District.

6. All lots shall have a minimum street frontage of ten feet to provide for vehicular access, or 16-foot frontage if the driveway serves two units. For a lot without physical street frontage, access to street frontage shall be

provided by the granting of a duly recorded permanent easement for ingress and egress purposes in favor of the lot without physical street frontage.

7. In order to preserve the City's inventory of on-street parking, existing and proposed development pursuant to Government Code section 66411.7 shall be limited to one driveway ingress/egress.

8. Required off-street parking shall be limited to one garage parking space per unit and the location and configuration of such parking shall be in compliance with the standards set forth in this code, except that no parking requirements shall be imposed in either of the following circumstances:

   a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined by Public Resources Code section 21155(b) or a major transit stop as defined in Public Resources Code section 21064.3; or

   b. There is a car share vehicle located within one block of the parcel.

D. The city shall not deny an application based on any of the following:

1. The city shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

2. The city shall not impose any objective zoning, subdivision, or design standards that would have the effect of physically precluding the creation of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet. If the city determines that the strict application of objective zoning, subdivisions or design standards would physically preclude the development of two units on a lot each with a minimum unit size of 800 square feet, the city may ministerially allow deviations from development standards generally applicable to the R-1 zoning district pursuant to city policies and/or regulations implementing this section if such deviation is in compliance with applicable building and fire code standards and regulations and if there are no other feasible means of complying with state law.

3. The city shall not require the correction of nonconforming zoning provisions as a condition for the lot split.

4. The city shall not deny an application solely because it proposes an adjacent or connected structure provided that all building code safety standards are met and they are sufficient to allow a separate conveyance.

E. An applicant for an urban lot split shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the following:

1. That applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of approval. This requirement does not apply when the applicant is a "community land trust" or a "qualified nonprofit corporation" as the same are defined in the Revenue and Taxation Code.

2. That the uses shall be limited to residential uses.

3. That any rental of any unit created by the lot split shall be for a minimum of thirty-one days.

4. That the maximum number of units to be allowed on the parcels is two, including but not limited to units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, junior accessory dwelling units, or units allowed pursuant to section 13-36.

F. The city may deny the lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

G. This section shall not apply to:

1. Any parcel which has been established pursuant to a lot split in accordance with this section; or

2. Any parcel where the owner of the parcel being subdivided or any person acting in concert with the owner has previously subdivided an adjacent parcel in accordance with this section. For purposes of this section, it will be assumed that where a lot owner purchased the property from an adjacent owner who subdivided his property pursuant to this division within five years

of the lot split, the owner is acting in concert with the then owner of the adjacent lot. However, acting in concert is not limited to this situation.

H. The provisions of this section supersede any contrary provisions contained elsewhere in this code.

SECTION 2. Section 13-36 is hereby added to Article 1., Residential Districts, Chapter V., Development Standards, Title 13, Planning, Zoning and Development, of the Costa Mesa Municipal Code, to read as follows:

Section 13-36 Two-unit Housing Development

A. For purposes of this section, the following definition shall apply:

1. "Housing development" shall mean no more than two residential units within a single-family zone that meets the requirements of this section. The two units may consist of two new units or one new unit and one existing unit.

B. The city shall ministerially approve a housing development containing no more than two residential units if it meets the following requirements:

1. The parcel is located within a single-family residential zone.

2. The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.

3. The parcel is not located in any of the following areas and does not fall within any of the following categories:

a. A historic district or property included on the State Historic Resources Inventory, as defined in section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.

b. Prime farmland or farmland of statewide importance as further defined in Government Code section 65913.4(a)(6)(B).

c. Wetlands as defined in the Unites States Fish and Wildlife Service Manual, Part 660 FW 2(June 21, 1993).

d. A hazardous waste site that is listed pursuant to section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water

Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

e. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.

f. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:

    i. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or

    ii. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code section 65913.4(a)(6)(G)(ii);

g. A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.

h. Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code section 65913.4(a)(6)(I).

i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with section 1900) of Division 2 of the Fish and Game Code).

j. Lands under a conservation easement.

4. The proposed housing development would not require demolition or alteration of any of the following types of housing:

a. Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;

b. Housing that is subject to any form of rent or price control by the city;

c. A parcel or parcels on which an owner of residential real property exercised rights under Government Code section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date of the application; or

d. Housing that has been occupied by a tenant in the last three years.

5. Demolition of an existing unit shall not exceed more than 25 percent of the existing exterior structural walls unless the site has not been occupied by a tenant in the last three years.

C. Standards and Requirements. Except where superseded by the following provisions, two-unit housing development pursuant to Government Code Section 65852.21 shall comply with development standards applicable to the R1 Single-Family Residential District including but not limited to Section 13-32 of this code:

1. No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

2. Except for those circumstances described in section C1 above, the setback for side and rear lot lines shall be four feet. The front setback shall be as set forth in the R-1 Single-Family Residential District standards.

3. The applicant shall provide easements for the provision of public services and facilities as required.

4. All lots shall have a minimum street frontage of ten feet to provide for vehicular access, or 16-foot if the driveway serves two units. For a lot without physical street frontage, access to street frontage shall be provided by the granting of a duly recorded permanent easement for ingress and egress purposes in favor of the lot without physical street frontage.

5. In order to preserve the City's inventory of on-street parking, existing and proposed development pursuant to Government Code section 65852.21 shall be limited to one driveway ingress/egress.

6. Required off-street parking shall be limited to one garage space per unit and the location and configuration of such parking shall be in compliance with the provisions of this code, except that no parking requirements shall be imposed in either of the following circumstances:

   a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined by Public Resources Code section 21155(b) or a major transit stop as defined in Public Resources Code section 21064.3; or

   b. There is a car share vehicle located within one block of the parcel.

7. For residential units connected to an onsite wastewater treatment system (septic tank), the applicant provides a percolation test completed within the last 5 years, or if the percolation test has been recertified, within the last 10 years, which shows that the system meets acceptable infiltration rates.

D. The city shall not require or deny an application based on any of the following:

   1. The city shall not impose any objective zoning, subdivision, or design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet. If the city determines that the strict application of objective zoning, subdivisions or design standards would physically preclude the development of two units on a lot each with a minimum unit size of 800 square feet, the city may ministerially allow deviations from development standards generally applicable to the R-1 zoning district pursuant to city policies and/or regulations implementing this section if such deviation is in compliance with applicable building and fire code

standards and regulations and if there are no other feasible means of complying with state law.

2. The city shall not deny an application solely because it proposes adjacent or connected structure provided that that all building code safety standards are met and they are sufficient to allow a separate conveyance.

E. An applicant shall be required to sign an affidavit in a form approved by the City Attorney to be recorded against the property stating the following:

1. That the uses shall be limited to residential uses.

2. That the rental of any unit created pursuant to this section shall be for a minimum of thirty-one days.

3. That the maximum number of units to be allowed on the parcels is two, including but not limited to units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, junior accessory dwelling units, or units allowed pursuant to section 13-35.

F. The city may deny the housing development if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code section 65589.5(d)(2), upon the public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

G. The provisions of this section supersede any contrary provisions contained elsewhere in this code.

SECTION 3. Urgency Declaration/Effective Date. The City Council declares this Ordinance to be an urgency measure, to take effect immediately upon adoption pursuant to California Government Code sections 36934 and 36937. The facts constituting the urgency are as follows: On September 16, 2021 Governor Gavin Newsom approved Senate Bill 9 (SB 9, Chapter 162) relating to the creation of two residential units per lot which requires local agencies to ministerially approve housing development containing no more than two residential units per lot and ministerially approve an urban lot split. SB 9 takes effect on January 1, 2022. SB 9 allows local agencies to impose objective zoning, subdivision, and design review standards. Because SB 9 was not signed until mid-September, there was insufficient time to process an ordinance as a Zoning Code

amendment through noticed hearings before the Planning Commission and City Council and have such ordinance in place by January 1, 2022. Accordingly, an urgency measure is necessary to protect the public, health, safety and welfare that would otherwise be threatened by the unrestricted ability to develop property in the City as a matter of right under SB without regard to the land use regulations set forth in this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be effective upon the date of adoption.

SECTION 5. Uncodified Ordinance. This Ordinance shall not be codified in the Costa Mesa Municipal Code unless and until the City Council so ordains.

Section 6. Inconsistences. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 7. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state, or federal law, regulation, or codes dealing with life safety factors.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance as required by law.

PASSED, APPROVED AND ADOPTED this 7th day of December, 2021.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow, City Attorney

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

I, **BRENDA GREEN,** City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Urgency Ordinance No. 2021-21 was duly adopted at a regular meeting of the City Council of the City of Costa Mesa held on the 7th day of December, 2021, by the following roll call vote, to wit:

AYES: COUNCILMEMBERS: CHAVEZ, GAMEROS, HARLAN, REYNOLDS, MARR, AND STEPHENS

NOES: COUNCILMEMBERS: HARPER

ABSENT: COUNCILMEMBERS: NONE

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 8th day of December, 2021.

Brenda Green, City Clerk

PLANNING COMMISSION AGENDA REPORT

MEETING DATE: JUNE 23, 2025 ITEM NUMBER: NB-1

SUBJECT: STUDY SESSION REGARDING THE 2025 ZONING CODE AMENDMENT PCTY-25-0001 FOR MINOR TECHNICAL UPDATES

FROM: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTATION BY: CAITLYN CURLEY, ASSISTANT PLANNER, AND FROYLAN GARCIA, ASSISTANT PLANNER

FOR FURTHER INFORMATION CONTACT: CAITLYN CURLEY
714-754-5692
Caitlyn.Curley@costamesaca.gov

RECOMMENDATION:

Staff recommends that the Planning Commission receive the staff presentation and provide feedback on the proposed Zoning Code Amendment.

APPLICANT OR AUTHORIZED AGENT

The subject Zoning Code Amendment is a City-initiated request.

BACKGROUND

Periodic updates to the Zoning Code are a necessary component of proper city planning as cities update their Zoning Codes to meet State law, clarify code sections, align the Code to current practices and procedures and modify procedures to increase efficiency in entitlement and permit reviews. Most cities conduct a Zoning Code Amendment at least once annually. Moving forward, the Planning Division anticipates doing so as well, although additional Zoning Code Amendments may occur due to changes in State law. Zoning Code Amendments generally fall into three categories: compliance with State law (such as updating requirements for accessory dwelling units and density bonus), technical updates (such as clarifying language and codifying common practices) and policy updates (such as creating new procedures or adding an application type). Zoning Code Amendments allow the City to effectively, efficiently and accurately implement the Zoning Code and State law.

The Zoning Code provides land use and development standards that regulate structures and uses throughout the City. Over the years of applying the Zoning Code, staff have identified instances of imprecise language, for which the department has made interpretations on, but which have not yet been clarified in the Zoning Code. In addition, staff have identified several state regulations that affect local zoning standards and that require additional updates to the Zoning Code.

Over time the City has created several interpretation and procedural documents that exist outside of the Zoning Code. These documents include the Walls, Fences and Landscaping Standards, Zoning Administrator Determinations (described below) and Urgency Ordinance 2021-21, which implemented the State's SB 9 regulations. This code amendment would codify the Walls, Fences and Landscaping Standards, several Zoning Administrator Determinations and Urgency Ordinance 2021-21. The code amendment also includes modifications to some sections of the Zoning Code to align with current State law and provides minor clarifications based on past practice.

Since the early 2000s, the City has implemented staff-level procedures, called Zoning Administrator Determinations, that provide clarification or interpretations for sections of the Zoning Code that are ambiguous or for uses and developments that are not clearly regulated in the Code. Many of these Zoning Administrator Determinations are used regularly by Planning Staff in day-to-day operations and during plan check, such as the determination that establishes requirements for the placement of HVAC units (air conditioners) or pool equipment. Although these Zoning Administrator Determinations function similarly to other regulating documents such as the Zoning Code, keeping these procedures separate from the Zoning Code causes confusion and reduces transparency of City requirements and regulations. As stated previously, this Zoning Code Amendment adds several Zoning Administrator Determinations to the Zoning Code. In an effort to maintain a manageable quantity of items included in the Zoning Code Amendment, the Determinations selected for this amendment are those most commonly used in day-to-day operations. Future Zoning Code Amendments may include the codification of other Zoning Administrator Determinations that are used in more limited circumstances.

The purpose of this Zoning Code Amendment is to codify requirements currently located outside the Zoning Code, to clarify Zoning Code language where necessary, provide clarification based on past practice, and to conform to recent revisions to and requirements of State law. The modifications included in this Zoning Code Amendment are considered to be technical or "clean up" revisions, based on established documents and practices, and are not intended to constitute changes in City policy.

DESCRIPTION

The proposed Zoning Code Amendment includes the following sections of Title 13 of the Costa Mesa Municipal Code:

- Chapter I, Section 13-6: Definitions
- Chapter III, Section 13-28: Types
- Chapter IV, Section 13-30: Purpose
- Chapter V, Section 13-32: Development Standards
- Chapter V, Section 13-35: Accessory Dwelling Units
- Chapter V, Section 13-36: Two-Unit Housing Development
- Chapter V, Section 13-41: Residential Common Interest Development Standards and Requirements
- Chapter V, Section 13-42.3: Development Standards and Requirements
- Chapter V, Section 13-74: Elevation and Screening Requirements
- Chapter V, Section 13-75: Fences and Walls
- Chapter VI, Section 13-89: Parking Required
- Chapter VIII, Section 13-111: Definitions
- Chapter IX, Section 13-142: Development Standards
- Chapter X, Section 13-204: Nonconforming Provisions
- Chapter XII, Section 13-265.5: Parcel Maps for Urban Lot Splits

ANALYSIS

The following discussion outlines the proposed revisions to the Zoning Code and provides justification for said revision. The comprehensive strikethrough version is included as Exhibit A.

Item 1: Fences and Walls

The City Council adopted standards for fences and walls in 1991 and approved revisions to these standards in 2001. While these standards, referred to as the Walls, Fences and Landscaping Standards (included as Attachment 2), were approved by City Council, they were never added to the Zoning Code itself. Rather, they were established as a separate document that could be modified and referenced independently from the Zoning Code. This has created a cumbersome process when reviewing fence and wall proposals.

Staff proposes to codify the Walls, Fences and Landscaping Standards, provide clarity where the standards are ambiguous and modify the situations where a height increase is permitted for walls with a minor modification, while increasing the height limit of walls near the front of a property. These changes are proposed to consolidate City regulations, improve efficiency of application reviews, provide clarity on current standards, and create objective, rather than subjective, design standards, as required by State law. Nearby cities have similar requirements to the amended code section with front yard wall height limits between three and four feet and six to ten feet on interior property lines, depending on the zone.

Affected sections:

- 13-28: Types
- 13-75: Fences and Walls

Item 2: Group and Individual Counseling

Over the past couple of decades, the Zoning Administrator has made several written determinations related to group and individual counseling. Ultimately, these Zoning Administrator Determinations created the following requirements:

- Group counseling is substantially similar to the "Trade and Vocational Schools" use in terms of operating characteristics and parking demand.
- Individual counseling is substantially similar to the "General Office" use in terms of operating characteristics and parking demand.

These Zoning Administrator determinations established a parking rate for group counseling of ten spaces for every 1,000 square feet of gross floor area and a parking rate of four spaces for every 1,000 square feet of gross floor area for individual counseling. It was also determined that the two types of counseling businesses would be permitted, conditionally permitted or prohibited based on their corresponding related use that appears in the land use matrix. Within the Zoning Code and Zoning Administrator Determinations, however, ambiguity still exists on the definition of a group counseling use compared to an individual counseling use. Regulating and defining these two uses are important from a land use standpoint because the two uses have very different traffic and parking demand patterns and can impact surrounding properties differently. For example, individual counseling generally consists of a client parking demand of one or two vehicles as families tend to carpool to sessions, or an individual client who would occupy only one car. Group counseling typically has a higher parking demand, as there are typically more clients occupying a business in a similar or larger amount of space and who typically drive individually to the location. These differences in parking demand and vehicle trips can result in a greater impact to surrounding properties for group counseling, compared to individual counseling uses.

The proposed Zoning Code Amendment provides a definition for individual counseling to clearly differentiate between group and individual counseling, adds individual counseling to the Citywide Land Use Matrix (Section 13-30), aligned with the requirements of the "General Office" use, and also codifies the previously established parking rate for individual and group counseling, separately. These changes are proposed in an effort to consolidate City regulations, improve efficiency of application reviews, and create objective, rather than subjective, design standards, as required by State law. Nearby cities also consider individual counseling as an office use, however they do not define group counseling in their Zoning Codes. In some cities, individual counseling is parked at a medical rate, but is most commonly parked at the office rate, particularly when the provider is not a licensed medical professional.

Affected sections:

- Chapter I, Section 13-6: Definitions
- Chapter IV, Section 13-30: Purpose
- Chapter VI, Section 13-89: Parking Required

Item 3: Exposed Pipes and Conduits

In 2008, the Zoning Administrator issued a determination that new pipes, conduits, ducting and other plumbing and mechanical elements should not be present on the exterior of buildings where visible from off-site, adjacent buildings, private yards or common space. This determination was implemented due to a common practice of installing new pipes for plumbing repairs or fire sprinklers, ductwork for HVAC system, or other items on the exterior of a building's walls or roof rather than within the structure. These elements are prevalent due to the age of many commercial and industrial buildings and multifamily developments within the City and the expense of modifying these buildings to locate the elements within the structure.

The proposed Zoning Code Amendment codifies this Zoning Administrator Determination by prohibiting plumbing pipes, vents, ducting, fire sprinkler systems and electrical conduits from being installed on exterior walls of a building. The code amendment provides an objective exception for existing pipes and conduits, which permits existing elements to be painted to match the wall or roof to satisfy the requirement. However, if the wall or roof on which the pipe or other element will be placed is structurally altered or demolished, then the work does not qualify for the objective exception and the element must be placed within the interior of the building. These requirements are aimed to reduce clutter and prevent unsightly pipes and conduits on the side of buildings. Further, there is an exception for existing elements to avoid placing a financial burden on long time property owners. These changes are proposed in an effort to consolidate City regulations, remove unnecessary financial burdens on property owners and create objective, rather than subjective, design standards, as required by State law. Other nearby cities also require the screening of ducts and other elements, similar to the proposed changes to Costa Mesa's Zoning Code.

Affected sections:

- Chapter V, Section 13-74: Elevation and Screening Requirements

Item 4: Antenna Screening

In 2015, the Zoning Administrator made a determination related the screening of antenna and their support structures. The Zoning Administrator acknowledged that, while the Zoning Code is clear that antennas themselves must be screened, is it unclear if their support structures and equipment need to be screened as well. The Zoning Administrator determination clarified that both antenna and their support structures

need to be screened in order to lessen the visual impacts of the entire structure. While there are existing State and Federal laws related to antennas, including the Telecommunications Act of 1996 and AB 57. These laws to not preclude cities from requiring screening antennas, but do identify strict review timelines (also known as a "shot clock") and parameters under which a telecommunications facility application could be denied (i.e. screening requirements cannot be the sole basis to deny an application). The proposed changes are consistent with some nearby cities, which require screening of all elements of the antenna.

The proposed Zoning Code Amendment clarifies that screening is required for ground mounted antenna and any support structures and equipment. This change is proposed in an effort to consolidate City regulations, reduce the presence of unsightly uses within the City, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter IX, Section 13-142: Development Standards

Item 5: SB 9 Ordinance

California Senate Bill (SB) 9 took effect on January 1, 2022. SB 9 permits the subdivision of Single Family Residentially zoned parcels into no more than two parcels, and the construction of two units on each parcel. In response to this law, the City passed Urgency Ordinance No. 2021-21 which adopted the requirements outlined in SB 9. The updated regulations of Urgency Ordinance No. 2021-21 were not added to the Zoning Code.

The proposed Zoning Code Amendment integrates the requirements outlined in Urgency Ordinance No. 2021-21 and provides three points of clarification, specifically related to driveways on subdivided parcels, the number of units permitted on properties under SB 9 and minimum parking requirements. Under State law, and per HCD guidance, SB 9 permits up to four units for development constructed under the law. For un-subdivided projects ("Two-Unit Housing Development") two accessory dwelling units (ADUs) are permitted on the property in addition to the two primary units. For subdivisions ("Urban Lot Splits"), each property may have up to one primary unit and one ADU, or two main units, for a total of four units within the development. This bill has been associated with the saying "all roads lead to four" to further emphasize the possibilities to construct up to four units in the aforementioned scenarios. Also, clarification has been added to permit one driveway per resultant lot in the case of urban lot split projects and to permit more than one garage parking space per unit, rather than limiting projects to a maximum of one garage parking space per unit. These changes are proposed in an effort to align the City's Zoning Code with State law.

Affected sections:

- Chapter V, Section 13-36: Two-Unit Housing Development

- Chapter XII, Section 13-265.5: Parcel Maps for Urban Lot Splits
- Urgency Ordinance No. 2021-21

Item 6: Accessory Dwelling Units

The City's latest accessory dwelling unit (ADU) ordinance update went into effect on May 1, 2025. Subsequent conversations with HCD required further, minor amendments to the City's ADU requirements to meet State law. Staff met with HCD on May 14, 2025, to further discuss these changes, and HCD staff acknowledged that the ordinance substantially met state requirements, and the minor revisions suggested did not necessitate the need to issue a formal letter to the City. These amendments most notably include clarification that ADUs and JADUs (Junior Accessory Dwelling Units) do not trigger a requirement for fire sprinklers in the main residence and increased the objectivity of requirements regarding stairways leading to second story ADUs. These changes are proposed in an effort to align the City's Zoning Code with State law.

Affected sections:

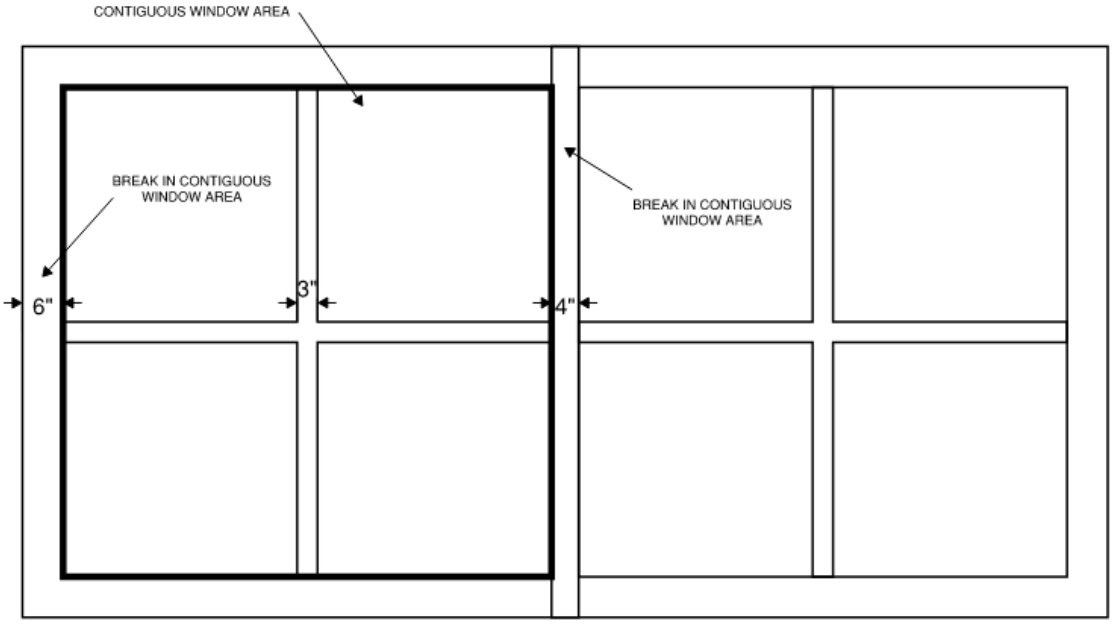
- Chapter V, Section 13-35: Accessory Dwelling Units

Item 7: Contiguous Window Area

In 2008, the Zoning Administrator issued a determination clarifying the definition of "contiguous window area" within the Zoning Code, specifically for the purpose of determining the allowable sign coverage on windows. While the Zoning Code does clearly limit the amount of window signage permitted as "20% of contiguous window area," the definition of "contiguous window area" is limited. Over the past several years, staff have received questions regarding the meaning of "contiguous" in various scenarios, including how mullion width affects window continuity and whether windows located on separate façades can be considered contiguous.

The proposed Zoning Code Amendment includes additional language to the existing definition of "contiguous window area" for improved clarity, along with the addition of a new diagram (see below) to serve as a visual aid. The proposed changes aim to objectively define the limits of "contiguous" and establish a maximum width for mullions and other elements to still be considered contiguous window area. The maximum width was selected after consulting with the Building Division to determine a realistic limit. These changes are proposed to consolidate City regulations, improve efficiency of application reviews, provide clarity on current standards, and create objective, rather than subjective, design standards, as required by State law.

Figure 1: Example of Contiguous Window Area



Affected sections:

- Chapter VIII, Section 13-111: Definitions

Item 8: Mechanical Rooms

In 2017, the Zoning Administrator made a determination that allows deduction of the square footage of electrical and mechanical rooms from the gross area calculation, specifically for the purpose of calculating parking requirements. The determination intended to reduce the parking requirements with the understanding that mechanical rooms cannot be used for any purpose other than to store mechanical equipment. Other nearby cities similarly exempt mechanical rooms from a building's gross floor area.

The proposed Zoning Code Amendment deducts the square footage of mechanical and electrical equipment, along with the typically required three-foot service clearance (as vetted with the Building Division), from the gross floor area of a building. This amendment will improve the visual character of the City by incentivizing the location of mechanical equipment within main structures, rather than placing mechanical equipment on rooftops or along the side of buildings. These changes are proposed in an effort to consolidate City regulations, improve efficiency of application reviews, incentivize the location of mechanical equipment indoors, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter VI, Section 13-89: Parking Required

Item 9: Screening of Ground Mounted Equipment

In 2017, a Zoning Administrator Determination established placement standards and recommended mitigation measures for ground mounted mechanical equipment when distance requirements cannot be met in residential zones. The Zoning Code itself currently offers limited guidance on the placement of ground-mounted electrical and mechanical equipment. Requirements for mechanical and electrical equipment are necessary as these devices are often unsightly and can produce noise levels that create a nuisance to abutting neighbors. These requirements are consistent with the standards of other nearby cities, which also require screening from the public right of way and adjacent properties.

The proposed Zoning Code Amendment incorporates the 2017 Zoning Administrator determination into the Zoning Code, with adjustments to account for new State laws. This update would codify the placement and screening standards previously established, and also modify the language to address setbacks related to mechanical equipment associated with Accessory Dwelling Units (ADUs) and SB 9 projects. These changes are proposed in an effort to consolidate City regulations, reduce the presence of unsightly development within the City, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter V, Section 13-74: Elevation and Screening Requirements

Item 10: Raised Decks

Currently, the Zoning Code is silent regarding raised decks in residential zones. According to the Zoning Code, structures under six and a half feet in height in the R1 zone and 15 feet in multifamily zones are permitted to have zero side and rear setbacks. Structures over these limits must meet the setbacks established for the property's zone. While this provision is meant to allow low profile structures within side and rear setbacks, it has also allowed for raised decks, under six and a half feet but still above finished grade, to encroach into required setbacks, which has the potential to raise privacy concerns for adjacent neighbors. Some nearby cities limit decks within setbacks to a maximum height of 18 inches.

The proposed Zoning Code Amendment would require that all raised decks with a finished floor height of more than 18 inches above finished grade comply with the main structure setbacks established in the applicable zone. This amendment will ensure that elevated decks are appropriately distanced from property lines, therefore reducing visibility into neighboring yards and preserving the privacy of neighboring properties. These changes are proposed in an effort to protect the privacy of residents, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter V, Section 13-32: Development Standards
- Chapter V, Section 13-41: Residential Common Interest Development Standards and Requirements
- Chapter V, Section 13-42.3: Development Standards and Requirements

Item 11: Shared Parking Analysis

Costa Mesa Municipal Code Table 13-89, Non-Residential Parking Standards, sets the parking requirement for mixed use developments on a case-by-case basis, as outlined in the "City of Costa Mesa Procedure for Determining Shared Parking Requirements," approved by the City Council under Resolution 85-56 in 1985. This procedure examines the parking demand hourly for each use within the mixed-use development, adds these numbers together, and establishes the parking demand as the highest of these totals. The resolution established the uses parking demand based on 1980's statistics and included then-common uses such as banks and offices, retail stores, restaurants, theaters and hotels, along with residential uses. In additional research, staff found that nearby cities typically use standard parking rates and do not factor in demand trends by hour.

This Zoning Code Amendment includes an updated shared parking demand table, based on current parking demand statistics established by industry professionals. The new table will also include uses not on the original table that have become common uses in the City. Studies show parking demand trends have changed since the 1980s, with modern patterns resulting in a lower overall parking demand than has been produced in the past. By updating the shared parking demand table to include current data and new uses, the City can provide more flexible parking requirements for mixed use developments, such as existing multi-tenant shopping centers and future new mixed-use development. Staff expects the new data to result in a lower calculated parking demand than previously used, therefore allowing new businesses to operate in the City, which can help attract more business to these centers, thereby revitalizing the City's many outdated shopping centers. The new, lower parking demand may also reduce the frequency of required parking deviations for a business to operate within the City, therefore removing a common hurdle to new businesses and further improving the City's business friendly practices. During this study session, staff will provide an overview of the challenges in current code and the process that will be conducted to update the shared parking table. Staff will bring the updated table to the Planning Commission when the Zoning Code Amendment will be formally considered for recommendation this summer.

GENERAL PLAN CONFORMANCE

The proposed Zoning Code Amendment would continue to allow for orderly, high-quality development within Costa Mesa and encourage economic growth in the community. It would clarify regulations that maintain privacy for residential

neighborhoods and encourage good design throughout the City. The Zoning Code Amendment also provides allowances for development and redevelopment of properties to encourage new and existing businesses to operate within Costa Mesa. The implementation of objective standards included in the amendments provides support for development within the City and streamlines approval processes for building permits and entitlements. These amendments are "clean up" revisions in nature, and do not impose any substantial policy decisions or changes to the Zoning Code.

The proposed ordinance is in conformance with the City's General Plan including:

- Policy LU-3.10 Minimize effects of new development on the privacy and character of surrounding neighborhoods.
- Policy LU-6.2 Continue to promote and support the vitality of commercial uses to meet the needs of local residents and that support regional-serving commercial centers.
- Policy LU-6.7 Encourage new and retain existing businesses that provide local shopping and services.
- Policy LU-6.19 Provide flexibility and support for development of residential, office, small retail centers, and similar uses that would serve local residents and would also benefit from the high visibility along major corridors outside of significant commercial or industrial nodes.

ENVIRONMENTAL DETERMINATION

The proposed Ordinance is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule) in that there is no possibility that the minor, clean up updates to the City's Municipal Code provisions will have a significant impact on the environment.

NOTICE

There is no public notice requirement for the Planning Commission Zoning Code Amendment Study Session. However, to encourage public engagement, the City provided the following informal outreach:

- The date and time of the study session was posted in the Daily Pilot newspaper.
- Information about the study session was shared via the City's email distribution system.

CONCLUSION

The proposed Zoning Code Amendment provides technical updates and clarifications that are consistent with the General Plan and State law. This is intended to improve the efficiency of the plan check and entitlements process and encourage high-quality development within the City of Costa Mesa while minimizing effects on neighboring properties.

ATTACHMENTS

1. Tracked Changes Ordinance (Exhibit A)
2. Fences, Walls, and Landscaping handout

questioned whether the community's feedback, particularly from the workshops, had been meaningfully incorporated into the current plan and voiced frustration that the more publicly favored concepts had been deemed financially infeasible only after gathering community input. Staff clarified that financial feasibility and environmental compliance were guiding factors in advancing the plan and noted that while the site concepts helped frame the discussion, the specific plan would be refined based on updated analyses and community input. Commissioners also discussed the importance of making youth sports facilities and deep affordability requirements non-negotiable elements within the plan. Staff reaffirmed that there would be additional opportunities for public engagement moving forward and that the adoption of the guiding principles would help ensure that future planning aligns with community values, state mandates, and long-term city goals.

MOVED/SECOND: ZICH/ DICKSON
MOTION: Receive and File
The motion carried by the following roll call vote:
Ayes: Chair Harlan, Vice Chair Zich, Commissioner Andrade, Commissioner Dickson, Commissioner Klepack, Commissioner Martinez, Commissioner Rojas
Nays: None
Absent: None
Recused: None
Motion carried: 7-0

The Chair called for a break.

The Chair called the meeting back into order at 9:38p.m.

NEW BUSINESS:

1. **STUDY SESSION REGARDING THE 2025 ZONING CODE AMENDMENT PCTY-25-0001 FOR MINOR TECHNICAL UPDATES**

Assistant Planner Caitlyn Curley presented the item.

Discussion ensued regarding proposed zoning code amendments, particularly the height and placement of fences and walls in front yard setbacks. Commissioners questioned the rationale behind allowing six-foot opaque walls 10 feet from the property line, expressing concerns about the impact on neighborhood aesthetics and the pedestrian experience. Staff clarified that the six-foot height would only be allowed beyond the first 10 feet and noted that many existing walls would become nonconforming if the limit were pushed further back. It was emphasized that these updates were intended as technical cleanups, not broader policy shifts, but staff welcomed direction from the

Commission if changes were desired. Commissioners debated the balance between community openness and the need for privacy, security, and safety for pets and children, suggesting alternatives like transparency or opacity standards. Other items discussed included how the proposed changes interact with existing Zoning Administrator determinations, the formatting of zoning code sections, parking requirements for counseling offices, and garage space under SB 9. Commissioners also requested a list of uncodified determinations and expressed interest in a broader review of the zoning code in future sessions.

The Chair opened for public comment.

There were no public comments.

The Chair closed public comment.

Commissioner Martinez made a motion to receive and file. Seconded by Commissioner Dickson.

MOVED/SECOND: MARTINEZ/ DICKSON
MOTION: Receive and File
The motion carried by the following roll call vote:
Ayes: Chair Harlan, Vice Chair Zich, Commissioner Andrade, Commissioner Dickson, Commissioner Klepack, Commissioner Martinez, Commissioner Rojas
Nays: None
Absent: None
Recused: None
Motion carried: 7-0

REPORT - PUBLIC WORKS - None.

REPORT - DEVELOPMENT SERVICES - Director Tai thanked Commissioner Martinez for presenting the Airport Land Use Commission results. She informed the Planning Commission that two previously reviewed projects, Hive Live and Victoria Place, are scheduled for City Council consideration on July 15. She also announced that a new housing development at 3150 Bear Street will be presented at the next Planning Commission meeting, continuing the trend of bringing forward housing projects. Lastly, she noted that the zoning code amendment will return for a public hearing later in July.

REPORT - ASSISTANT CITY ATTORNEY - None.

ADJOURNMENT AT 10:14p.m.

Submitted by:



CARRIE TAI, SECRETARY
COSTA MESA PLANNING COMMISSION

PLANNING COMMISSION AGENDA REPORT

MEETING DATE: JULY 28, 2025 ITEM NUMBER: PH-2

SUBJECT: **A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL GIVE FIRST READING TO AN ORDINANCE TO AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE PERTAINING TO MINOR TECHNICAL UPDATES**

FROM: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

PRESENTATION BY: **CAITLYN CURLEY, ASSISTANT PLANNER, AND FROYLAN GARCIA, ASSISTANT PLANNER**

FOR FURTHER INFORMATION CONTACT: **CAITLYN CURLEY**
714-754-5692
Caitlyn.Curley@costamesaca.gov

RECOMMENDATION

Staff recommends the Planning Commission adopt a Resolution to:

1. Find that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.174 and CEQA Guidelines Section 15282(h), and

2. Recommend that the City Council adopt an Ordinance approving Code Amendment PCTY-25-0001, amending Title 13 of the Costa Mesa Municipal Code (Zoning Code) pertaining to minor technical updates.

APPLICANT OR AUTHORIZED AGENT

The subject Zoning Code Amendment is a City-initiated request.

BACKGROUND

Periodic updates to the Zoning Code are a necessary component of proper city planning as cities update their Zoning Codes to meet State law, clarify code sections, align the Code to current practices and procedures, and modify procedures to increase efficiency

in entitlement and permit reviews. Zoning Code Amendments allow the City to effectively and accurately implement the Zoning Code and State law. The purpose of this Zoning Code Amendment is to codify requirements currently located outside the Zoning Code, to clarify Zoning Code language where necessary, provide clarification based on past practice, and to conform to recent revisions to and requirements of State law. The modifications included in this Zoning Code Amendment are considered to be technical or "clean up" revisions, based on established documents and practices, and are not intended to constitute changes in City policy.

The Zoning Code provides land use and development standards that regulate structures and uses throughout the City. Over the years of applying the Zoning Code, staff have identified instances of imprecise language, for which the department has made interpretations, but which have not yet been clarified in the Zoning Code. In addition, staff have identified several state regulations that affect local zoning standards and that require additional updates to the Zoning Code.

Over time the City has created several interpretation and procedural documents that exist outside of the Zoning Code. These documents include the Walls, Fences and Landscaping Standards, Zoning Administrator Determinations (described below) and Urgency Ordinance 2021-21, which implemented the State's SB 9 regulations. This code amendment would codify the Walls, Fences and Landscaping Standards, several Zoning Administrator Determinations and Urgency Ordinance 2021-21. The code amendment also includes modifications to some sections of the Zoning Code to align with current State law and provides minor clarifications based on past practice.

Zoning Administrator Determinations are staff-level interpretations of the code that provide clarification and ensure consistent interpretation for sections of the Zoning Code that are ambiguous or for uses and developments that are not clearly regulated in the Code. Many of these Zoning Administrator Determinations are used regularly by Planning Staff in day-to-day operations and during plan check, such as the determination that establishes requirements for the placement of HVAC units (air conditioners) or pool equipment. Although these Zoning Administrator Determinations function similarly to other regulating documents such as the Zoning Code, keeping these procedures separate from the Zoning Code causes confusion and reduces transparency of City requirements and regulations.

June 23rd Planning Commission Study Session

On June 23, 2025, the Planning Commission provided staff the following comments as part of a study session introducing the Zoning Code Amendment (the June 23, 2025 Planning Commission Report, Exhibit A and video are linked below):

- Commissioners expressed an interest in lowering the proposed parking rate for group counseling to the office parking rate (four spaces per 1,000 square feet of gross

floor area. As proposed, group counseling would be parked at a rate of ten spaces per 1,000 square feet of gross floor area.
- Commissioners expressed an interest in modifying the proposed fences and wall standards to prohibit solid, six-foot-high walls in front setbacks in residential zones.
- Commissioners requested staff correct an inconsistency in the naming of a proposed figure.
- Commissioners requested staff modify proposed language to clarify the standards for fences and walls in commercial and industrial zones.
- Commissioners requested the proposed amendments for Section 13-74 (Elevation and screening requirements) be placed after the existing code text.

June 23, 2025 Planning Commission Report:
https://costamesa.legistar.com/View.ashx?M=F&ID=14306930&GUID=B1D0F637-6BEA-43EE-8FC1-59A601495397

Exhibit A (June 23, 2025 hearing version):
https://costamesa.legistar.com/View.ashx?M=F&ID=14306928&GUID=F256D0E0-3722-42EF-8155-1AC57A3B805E

Video:
https://costamesa.granicus.com/player/clip/4275?view_id=14&redirect=true

DESCRIPTION

The proposed Zoning Code Amendment includes minor technical modifications within the following sections of Title 13 of the Costa Mesa Municipal Code:

- Chapter I, Section 13-6: Definitions
- Chapter III, Section 13-28: Types
- Chapter IV, Section 13-30: Purpose
- Chapter V, Section 13-32: Development Standards
- Chapter V, Section 13-35: Accessory Dwelling Units
- Chapter V, Section 13-36: Two-Unit Housing Development
- Chapter V, Section 13-41: Residential Common Interest Development Standards and Requirements
- Chapter V, Section 13-42.3: Development Standards and Requirements
- Chapter V, Section 13-74: Elevation and Screening Requirements
- Chapter V, Section 13-75: Fences and Walls
- Chapter VI, Section 13-89: Parking Required
- Chapter VIII, Section 13-111: Definitions
- Chapter IX, Section 13-142: Development Standards
- Chapter XII, Section 13-265.5: Parcel Maps for Urban Lot Splits

ANALYSIS

The following discussion outlines the proposed revisions to the Zoning Code and provides justification for said revision. The comprehensive strikethrough version is included as Exhibit A of Attachment 1.

Item 1: Fences and Walls

The City Council adopted standards for fences and walls in 1991 and approved revisions to these standards in 2001. While these standards, referred to as the Walls, Fences and Landscaping Standards (included as Attachment 2), were approved by City Council, they were never added to the Zoning Code itself. Rather, they were established as a separate document that could be modified and referenced independently from the Zoning Code. This has created a cumbersome process when reviewing fence and wall proposals.

Staff proposes to codify the Walls, Fences and Landscaping Standards, provide clarity where the standards are ambiguous and modify the situations where a height increase is permitted for walls with a minor modification, while increasing the height limit of walls near the front of a property. These changes are proposed to consolidate City regulations, improve efficiency of application reviews, provide clarity on current standards, and create objective, rather than subjective, design standards, as required by State law. Nearby cities have similar requirements to the amended code section with front yard wall height limits between three and four feet and six to ten feet on interior property lines, depending on the zone.

Affected sections:

- 13-28: Types
- 13-75: Fences and Walls

Item 2: Group and Individual Counseling

Over the past couple of decades, the Zoning Administrator has made several written determinations related to group and individual counseling. Ultimately, these Zoning Administrator Determinations created the following requirements:

- Group counseling is substantially similar to the "Trade and Vocational Schools" use in terms of operating characteristics and parking demand.
- Individual counseling is substantially similar to the "General Office" use in terms of operating characteristics and parking demand.

These Zoning Administrator determinations established a parking rate for group counseling of ten spaces for every 1,000 square feet of gross floor area and a parking rate of four spaces for every 1,000 square feet of gross floor area for individual counseling. It was also determined that the two types of counseling businesses would be permitted,

conditionally permitted or prohibited based on their corresponding related use that appears in the land use matrix. Within the Zoning Code and Zoning Administrator Determinations, however, ambiguity still exists on the definition of a group counseling use compared to an individual counseling use. Regulating and defining these two uses are important from a land use standpoint because the two uses have very different traffic and parking demand patterns and can impact surrounding properties differently. For example, individual counseling generally consists of a client parking demand of one or two vehicles as families tend to carpool to sessions, or an individual client who would occupy only one car. Group counseling typically has a higher parking demand, as there are typically more clients occupying a business in a similar or larger amount of space and who typically drive individually to the location. These differences in parking demand and vehicle trips can result in a greater impact to surrounding properties for group counseling, compared to individual counseling uses.

The proposed Zoning Code Amendment provides a definition for individual counseling to clearly differentiate between group and individual counseling, adds individual counseling to the Citywide Land Use Matrix (Section 13-30), aligned with the requirements of the "General Office" use, and also codifies the previously established parking rate for individual and group counseling, separately. These changes are proposed in an effort to consolidate City regulations, improve efficiency of application reviews, and create objective, rather than subjective, design standards, as required by State law. Nearby cities also consider individual counseling as an office use, however they do not define group counseling in their Zoning Codes. In some cities, individual counseling is parked at a medical rate, but is most commonly parked at the office rate, particularly when the provider is not a licensed medical professional.

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- Chapter IV, Section 13-30: Purpose
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Item 3: Exposed Pipes and Conduits

In 2008, the Zoning Administrator issued a determination that new pipes, conduits, ducting and other plumbing and mechanical elements should not be present on the exterior of buildings where visible from off-site, adjacent buildings, private yards or common space. This determination was implemented due to a common practice of installing new pipes for plumbing repairs or fire sprinklers, ductwork for HVAC system, or other items on the exterior of a building's walls or roof rather than within the structure. These elements are prevalent due to the age of many commercial and industrial buildings and multifamily developments within the City and the expense of modifying these buildings to locate the elements within the structure.

The proposed Zoning Code Amendment codifies this Zoning Administrator Determination by prohibiting plumbing pipes, vents, ducting, fire sprinkler systems and electrical conduits from being installed on exterior walls of a building. The code amendment provides an objective exception for existing pipes and conduits, which permits existing elements to be painted to match the wall or roof to satisfy the requirement. However, if the wall or roof on which the pipe or other element will be placed is structurally altered or demolished, then the work does not qualify for the objective exception and the element must be placed within the interior of the building. These requirements are aimed to reduce clutter and prevent unsightly pipes and conduits on the side of buildings. Further, there is an exception for existing elements to avoid placing a financial burden on long time property owners. These changes are proposed in an effort to consolidate City regulations, remove unnecessary financial burdens on property owners and create objective, rather than subjective, design standards, as required by State law. Other nearby cities also require the screening of ducts and other elements, similar to the proposed changes to Costa Mesa's Zoning Code.

Affected sections:

- Chapter V, Section 13-74: Elevation and Screening Requirements

Item 4: Antenna Screening

In 2015, the Zoning Administrator made a determination related the screening of antenna and their support structures. The Zoning Administrator acknowledged that, while the Zoning Code is clear that antennas themselves must be screened, is it unclear if their support structures and equipment need to be screened as well. The Zoning Administrator determination clarified that both antenna and their support structures need to be screened in order to lessen the visual impacts of the entire structure. While existing State and Federal laws related to antennas, including the Telecommunications Act of 1996 and AB 57 do not preclude cities from requiring screening, they do identify strict review timelines (also known as a "shot clock") and parameters under which a telecommunications facility application could be denied (i.e. screening requirements cannot be the sole basis to deny an application). The proposed changes are consistent with some nearby cities, which require screening of all elements of the antenna.

The proposed Zoning Code Amendment clarifies that screening is required for ground mounted antenna and any support structures and equipment. This change is proposed in an effort to consolidate City regulations, reduce the presence of unsightly uses within the City, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter IX, Section 13-142: Development Standards

Item 5: SB 9 Ordinance

California Senate Bill (SB) 9 took effect on January 1, 2022. SB 9 permits the subdivision of Single Family Residentially zoned parcels into no more than two parcels, and the construction of two units on each parcel. In response to this law, the City passed Urgency Ordinance No. 2021-21 which adopted the requirements outlined in SB 9. The updated regulations of Urgency Ordinance No. 2021-21 were not added to the Zoning Code.

The proposed Zoning Code Amendment integrates the requirements outlined in Urgency Ordinance No. 2021-21 and provides three points of clarification, specifically related to driveways on subdivided parcels, the number of units permitted on properties under SB 9 and minimum parking requirements. Under State law, and per HCD guidance, SB 9 permits up to four units for development constructed under the law. For un-subdivided projects ("Two-Unit Housing Development") two accessory dwelling units (ADUs) are permitted on the property in addition to the two primary units. For subdivisions ("Urban Lot Splits"), each property may have up to one primary unit and one ADU, or two main units, for a total of four units within the development. This bill has been associated with the saying "all roads lead to four" to further emphasize the possibilities to construct up to four units in the aforementioned scenarios. Also, clarification has been added to permit one driveway per resultant lot in the case of urban lot split projects and to permit more than one garage parking space per unit, rather than limiting projects to a maximum of one garage parking space per unit. These changes are proposed in an effort to align the City's Zoning Code with State law.

Affected sections:

- Chapter V, Section 13-36: Two-Unit Housing Development
- Chapter XII, Section 13-265.5: Parcel Maps for Urban Lot Splits
- Urgency Ordinance No. 2021-21

Item 6: Accessory Dwelling Units

The City's latest accessory dwelling unit (ADU) ordinance update went into effect on May 1, 2025. Subsequent conversations with HCD required further, minor amendments to the City's ADU requirements to meet State law. Staff met with HCD on May 14, 2025, to further discuss these changes, and HCD staff acknowledged that the ordinance substantially met state requirements, and the minor revisions suggested did not necessitate the need to issue a formal letter to the City. These amendments most notably include clarification that ADUs and JADUs (Junior Accessory Dwelling Units) do not trigger a requirement for fire sprinklers in the main residence and increased the objectivity of requirements regarding stairways leading to second story ADUs. These changes are proposed in an effort to align the City's Zoning Code with State law.

Affected sections:

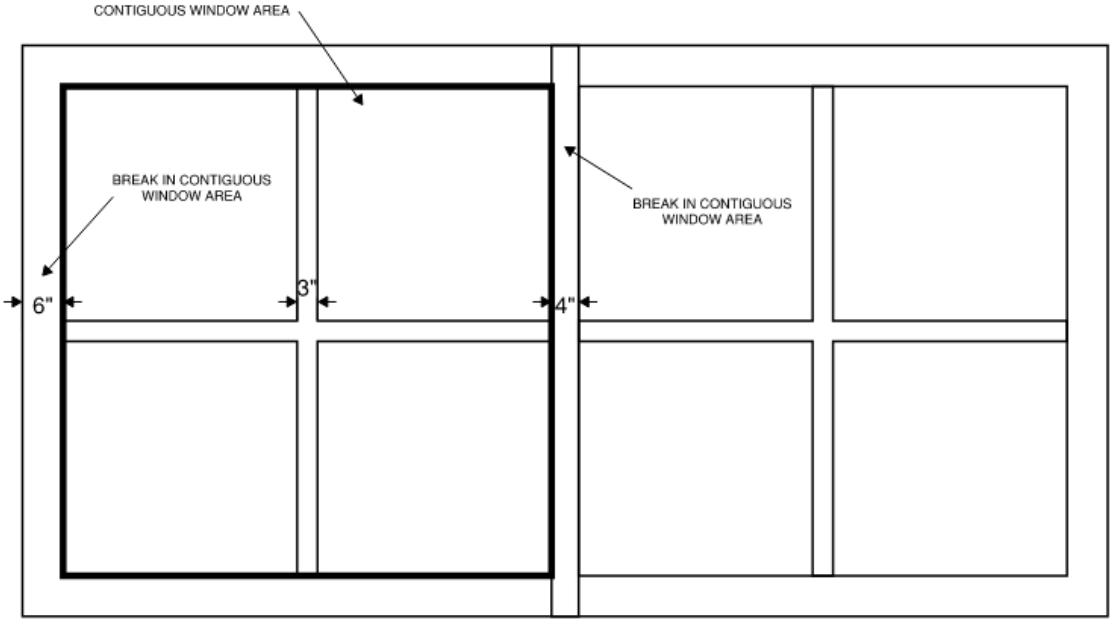
- Chapter V, Section 13-35: Accessory Dwelling Units

Item 7: Contiguous Window Area

In 2008, the Zoning Administrator issued a determination clarifying the definition of "contiguous window area" within the Zoning Code, specifically for the purpose of determining the allowable sign coverage on windows. While the Zoning Code does clearly limit the amount of window signage permitted as "20% of contiguous window area," the definition of "contiguous window area" is limited. Over the past several years, staff have received questions regarding the meaning of "contiguous" in various scenarios, including how mullion width affects window continuity and whether windows located on separate façades can be considered contiguous.

The proposed Zoning Code Amendment includes additional language to the existing definition of "contiguous window area" for improved clarity, along with the addition of a new diagram (see below) to serve as a visual aid. The proposed changes aim to objectively define the limits of "contiguous" and establish a maximum width for mullions and other elements to still be considered contiguous window area. The maximum width was selected after consulting with the Building Division to determine a realistic limit. These changes are proposed to consolidate City regulations, improve efficiency of application reviews, provide clarity on current standards, and create objective, rather than subjective, design standards, as required by State law.

Figure 1: Example of Contiguous Window Area



Affected sections:

- Chapter VIII, Section 13-111: Definitions

Item 8: Mechanical Rooms

In 2017, the Zoning Administrator made a determination that allows deduction of the square footage of electrical and mechanical rooms from the gross area calculation, specifically for the purpose of calculating parking requirements. The determination intended to reduce the parking requirements with the understanding that mechanical rooms cannot be used for any purpose other than to store mechanical equipment. Other nearby cities similarly exempt mechanical rooms from a building's gross floor area.

The proposed Zoning Code Amendment deducts the square footage of mechanical and electrical equipment, along with the typically required three-foot service clearance (as vetted with the Building Division), from the gross floor area of a building. This amendment will improve the visual character of the City by incentivizing the location of mechanical equipment within main structures, rather than placing mechanical equipment on rooftops or along the side of buildings. These changes are proposed in an effort to consolidate City regulations, improve efficiency of application reviews, incentivize the location of mechanical equipment indoors, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter VI, Section 13-89: Parking Required

Item 9: Screening of Ground Mounted Equipment

In 2017, a Zoning Administrator Determination established placement standards and recommended mitigation measures for ground mounted mechanical equipment when distance requirements cannot be met in residential zones. The Zoning Code itself currently offers limited guidance on the placement of ground-mounted electrical and mechanical equipment. Requirements for mechanical and electrical equipment are necessary as these devices are often unsightly and can produce noise levels that create a nuisance to abutting neighbors. These requirements are consistent with the standards of other nearby cities, which also require screening from the public right of way and adjacent properties.

The proposed Zoning Code Amendment incorporates the 2017 Zoning Administrator determination into the Zoning Code, with adjustments to account for new State laws. This update would codify the placement and screening standards previously established, and also modify the language to address setbacks related to mechanical equipment associated with Accessory Dwelling Units (ADUs) and SB 9 projects. These changes are proposed in an effort to consolidate City regulations, reduce the presence of unsightly development within the City, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter V, Section 13-74: Elevation and Screening Requirements

Item 10: Raised Decks

Currently, the Zoning Code is silent regarding raised decks in residential zones. According to the Zoning Code, structures under six and a half feet in height in the R1 zone and 15 feet in multifamily zones are permitted to have zero side and rear setbacks. Structures over these limits must meet the setbacks established for the property's zone. While this provision is meant to allow low profile structures within side and rear setbacks, it has also allowed for raised decks, under six and a half feet but still above finished grade, to encroach into required setbacks, which has the potential to raise privacy concerns for adjacent neighbors. Some nearby cities limit decks within setbacks to a maximum height of 18 inches.

The proposed Zoning Code Amendment would require that all raised decks with a finished floor height of more than 18 inches above finished grade comply with the main structure setbacks established in the applicable zone. This amendment will ensure that elevated decks are appropriately distanced from property lines, therefore reducing visibility into neighboring yards and preserving the privacy of neighboring properties. These changes are proposed in an effort to protect the privacy of residents, and create objective, rather than subjective, design standards, as required by State law.

Affected sections:

- Chapter V, Section 13-32: Development Standards
- Chapter V, Section 13-41: Residential Common Interest Development Standards and Requirements
- Chapter V, Section 13-42.3: Development Standards and Requirements

Item 11: Shared Parking Requirements

The Zoning Code requires new developments, major remodels, and new tenants to provide a minimum number of parking spaces based on the specific use of the property, as outlined in Table 13-89 of the Costa Mesa Municipal Code. This table assigns a parking ratio (such as spaces per square foot of building area) to each land use type, including retail, office, restaurant, and other non-residential land use types. Most projects meet their parking requirement by providing the minimum number of spaces on-site, according to the standard ratios in the code. However, in cases where a property contains multiple uses—such as a retail center with restaurants, shops, and office spaces—the standard calculation can sometimes overestimate parking needs. This is because it assumes that all users will generate their peak parking demand at the same time or that all patrons are only going to one of the businesses onsite, which is typically not the case.

Shared parking provisions are specifically designed for developments with a mix of uses located on a single property or within a cohesive development project. These developments are eligible to request a shared parking analysis to demonstrate how different uses on the site generate parking demand at different times of the day or week. For example, an office use may peak during weekday business hours, while a restaurant use may peak in the evening or on weekends. By considering these demand patterns, the total required parking can often be reduced while still adequately serving all uses.

A single-use site (such as a stand-alone restaurant or office building) would not be eligible for a shared parking reduction because its parking demand is not distributed across different uses or time periods.

Currently, Costa Mesa uses the "City of Costa Mesa Procedure for Determining Shared Parking Requirements" adopted by City Council Resolution 85-56 in 1985. Under this method, staff calculates the hourly parking demand for each individual use on the site throughout the day, add these demands together for each hour, and then set the parking requirement based on the highest combined hourly total – the peak demand period. This method uses a fixed demand table developed in the 1980s, which is now outdated. It does not account for newer business models, emerging land uses, or changes in hourly demands on existing use types.

This Zoning Code Amendment proposes to modernize the shared parking demand calculation by adopting a new table based on current industry standards. The sources for this updated table are:

- Urban Land Institute (ULI) Shared Parking, 3rd Edition
- Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition

The new table updates the demand factors for traditional uses and adds contemporary uses not considered in the original 1985 model, including:

- Breweries
- Dance, martial arts and music studios
- Health and fitness facilities
- Other prevalent uses operating in Costa Mesa today

The proposed shared parking demand table assigns a parking demand ratio by hour and by use type. For each hour of the day, each land use is given a percentage of its peak parking demand. For example:

Table 1: Example of Parking Demand by Hour

Land Use	**Medical/Dental Office**
Floor Area	5,000 square feet
Code Required Parking	30 parking spaces
Time	**Hourly Parking Demand**
Hour 1	16 parking spaces
Hour 2	28 parking spaces
Hour 3	9 parking spaces

A mixed-use development would calculate the total parking demand for each hour of the day by summing the results of demand of each use which is calculated multiplying the building area of each use by its parking ratio and then applying the hourly demand percentages from the table. The hour with the highest combined total becomes the required number of parking spaces for the project.

Table 2: Example of Peak Parking Demand Calculations

Land Use	**Medical/Dental Office**		**Dance/Martial Arts Studios**		**Total**	
Floor Area	5,000 square feet		9,000 square feet		45,000 square feet	
Code Required Parking	30 parking spaces		90 parking spaces		120 parking spaces	
Time	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend
6:00 AM	0	0	63	71	**63**	**71**
7:00 AM	2	2	38	41	**40**	**43**
8:00 AM	28	28	38	32	**66**	**60**
9:00 AM	28	28	63	45	**91**	**73**
10:00 AM	30	30	63	32	**93**	**62**
11:00 AM	30	30	72	45	**102**	**75**
NOON	16	16	55	45	**71**	**61**
1:00 PM	28	0	63	28	**91**	**28**
2:00 PM	30	0	63	23	**93**	**23**
3:00 PM	30	0	63	28	**93**	**28**
4:00 PM	28	0	72	50	**100**	**50**
5:00 PM	26	0	82	90	**108**	**90**
6:00 PM	20	0	90	86	**110**	**86**
7:00 PM	9	0	80	55	**89**	**55**
8:00 PM	4	0	70	28	**75**	**28**
9:00 PM	0	0	60	9	**60**	**9**
10:00 PM	0	0	31	2	**31**	**2**
11:00 PM	0	0	10	2	**10**	**2**
MIDNIGHT	0	0	0	0	**0**	**0**

The peak parking demand for this mixed-use development is 110 parking spaces, ten spaces below 120 spaces required without taking hourly demand variations into account.

This method reflects real-world patterns of use and can lead to a more efficient allocation of parking spaces, reducing unnecessary over-parking while still ensuring the site can handle its busiest periods.

Updating the shared parking methodology will:

- Provide clarity and predictability for applicants and staff by using well-established, current data sources
- Better reflect today's development patterns, including newer business models and mixed-use environments
- Support economic development by reducing the need for costly and time-consuming parking deviation requests
- Encourage efficient use of land while still ensuring sufficient parking is provided

By modernizing the City's shared parking procedures, Costa Mesa can promote a business-friendly approach while maintaining responsible parking management.

GENERAL PLAN CONFORMANCE

The proposed Zoning Code Amendment would continue to allow for orderly, high-quality development within Costa Mesa and encourage economic growth in the community. It would clarify regulations that maintain privacy for residential neighborhoods and encourage good design throughout the City. The Zoning Code Amendment also provides allowances for development and redevelopment of properties to encourage new and existing businesses to operate within Costa Mesa. The implementation of objective standards included in the amendments provides support for development within the City and streamlines approval processes for building permits and entitlements. These amendments are "clean up" revisions in nature, and do not impose any substantial policy decisions or changes to the Zoning Code.

The proposed ordinance is in conformance with the City's General Plan including:

- Policy LU-3.10 Minimize effects of new development on the privacy and character of surrounding neighborhoods.
- Policy LU-6.2 Continue to promote and support the vitality of commercial uses to meet the needs of local residents and that support regional-serving commercial centers.
- Policy LU-6.7 Encourage new and retain existing businesses that provide local shopping and services.

- Policy LU-6.19 Provide flexibility and support for development of residential, office, small retail centers, and similar uses that would serve local residents and would also benefit from the high visibility along major corridors outside of significant commercial or industrial nodes.

ENVIRONMENTAL DETERMINATION

The proposed Ordinance is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule) in that there is no possibility that the minor, clean up updates to the City's Municipal Code provisions will have a significant impact on the environment.

ALTERNATIVES

The Planning Commission has the following alternatives:

1. **Recommend City Council approval with modifications.** The Planning Commission may recommend approval with modifications to the amended Code section or removal of items from the Zoning Code Amendment provided that the revisions are consistent with State law.
2. **Recommend that the City Council not adopt the minor technical changes to the City's Zoning Code**. The Planning Commission may recommend that the City Council not adopt the proposed Zoning Code amendments.
3. **Continue the Ordinance review to a date certain**. The Planning Commission may continue the item to a date certain with direction for staff to return with additional information, changes and/or clarifications for Planning Commission consideration.

NOTICE

Pursuant to government Code Section 65854(a), a 1/8th page public notice was published once in the Daily Pilot newspaper no less than 20 days prior to the July 28, 2025, public hearing.

CONCLUSION

The proposed Zoning Code Amendment provides technical updates and clarifications that are consistent with the General Plan and State law. This is intended to improve the efficiency of the plan check and entitlements process and encourage high-quality development within the City of Costa Mesa while minimizing effects on neighboring properties.

ATTACHMENTS

1. Draft Resolution
2. Legislative Digest
3. Draft Shared Parking Requirements
4. Current Shared Parking Requirements
5. Zoning Administrator Determinations
6. Walls, Fences and Landscape Standards

Meeting Minutes for This Meeting Are Not Available Yet

PLANNING COMMISSION AGENDA REPORT

MEETING DATE: AUGUST 25, 2025 ITEM NUMBER: PH-1

SUBJECT: **CONTINUED FROM THE JULY 28TH, 2025 PLANNING COMMISSION MEETING. UPDATES TO THE CITY OF COSTA MESA PROCEDURE FOR DETERMINING SHARED PARKING REQUIREMENTS (PCTY-25-0001)**

FROM: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/ PLANNING DIVISION**

PRESENTATION BY: **CAITLYN CURLEY, ASSISTANT PLANNER & DANIEL INLOES, AICP, ECONOMIC DEVELOPMENT ADMINISTRATOR**

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RECOMMENDATION

Staff recommends that the Planning Commission recommend that the City Council:

1. Find that the project is Exempt from the California Environmental Quality Act (CEQA), Section 15061(b)(3) ("Common Sense Exemption"); and

2. Approve the amendments and adopt a Resolution updating the City of Costa Mesa Procedure for Determining Shared Parking Requirements.

APPLICANT OR AUTHORIZED AGENT

The subject Zoning Code Amendment is a City-initiated request.

BACKGROUND

For more than four decades, the City of Costa Mesa's Procedure for Determining Shared Parking Requirements (Shared Parking Requirements) has served as the basis for evaluating parking needs in multi-use developments. This tool calculates parking demand by considering variations in peak hours and visitation patterns across multiple

uses on a single site. Over time, however, evolving development trends, new types of tenant uses, and trip patterns have changed and the shared parking table's limited list of land uses and older hourly distribution of demand needs to be updated to more accurately reflect current parking demand. In accordance with Table 13-89 of the Costa Mesa Municipal Code (CMMC), the Shared Parking Requirements table may be amended by City Council resolution. Staff is therefore recommending an update to align the table with current conditions and improve its effectiveness. The existing procedure is provided under Attachment 3 for reference.

Shared Parking

To understand the role of the shared parking procedure, it is important to first outline the City's base parking requirements under the Zoning Code. The Zoning Code requires new developments, major remodels, and new tenants to provide a minimum number of parking spaces based on the specific use of the property, as outlined in Table 13-89 of the Costa Mesa Municipal Code. This table assigns a parking ratio (such as spaces per square foot of building area) to each land use type, including retail, office, restaurant, and other non-residential land use types. Furthermore, Table 13-85 of the CMMC provides the minimum number of parking spaces for multi-family residential development.

For properties with a single tenant or use, these minimum parking requirements ensure that all parking demand for that use, including employee, visitor, or resident parking, is accommodated.

Where a property contains multiple tenants or uses, also known as a mixed-use development, Table 13-89 of the CMMC (Non-Residential Parking Standards) specifies that parking shall be determined using the Shared Parking Requirements. Per the CMMC, mixed-use developments are defined as:

> *The development of lot(s) or structure(s) with two or more different land uses—such as, but not limited to, residential, office, manufacturing, retail, public, or entertainment—in a single building or a physically integrated group of structures.*

For mixed-use developments, staff works with the applicant to obtain a detailed list of all tenants, including their specific land use and the square footage of each suite. This information is then applied to the City's Shared Parking Requirements table, which calculates the site's peak parking demand. The shared parking model evaluates hourly parking demand from 6:00 a.m. to 12:00 a.m., applying use-specific percentages to determine the actual parking need throughout the day. The result of this analysis is code-required parking that more accurately reflects parking demand for the mixed-use development and allows the owner to more effectively utilize the property.

The process for the Shared Parking Requirements table includes the following steps:

1. Uses peak parking requirements for each use in the development according to the standards in the CMMC.

2. Uses industry standard hourly distributions stored in the Shared Parking Requirements table to determine the hourly and daily (weekend/weekday) parking requirement for each use. The industry standards sources for these hourly distributions are:

    - Urban Land Institute Shared Parking, 3rd Edition and
    - Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition

3. Adds the total demand for all uses in the development by hour (for weekend and weekday separately) producing peak parking demand for the site, ensuring there is sufficient parking at any given hour for all tenants.

4. Then identifies the hour with the highest peak for weekdays and weekends, and the higher of the two is the established code-required parking for the entire development.

Item Continued

This proposed update is one of 11 technical code clean-up items presented to the Planning Commission for review and recommendation to the City Council. Items 1-10 were reviewed by the Planning Commission previously on July 28, 2025 and received a recommendation of approval. At the staff's request, the Planning Commission continued the Procedure for Determining Shared Parking Requirements to the regularly scheduled meeting of August 25, 2025, to be presented to the Planning Commission for consideration and recommendation to the City Council. This date was selected to allow for this item to be reviewed by City Council with the other technical code clean-up items scheduled for September 16, 2025.

This item was continued from the previous meeting to allow staff additional time to review and confirm the methodology used in the analysis. The July 28, 2025, Planning Commission Report and video are linked below:

July 28, 2025 Planning Commission Report:
https://costamesa.legistar.com/View.ashx?M=F&ID=14545743&GUID=2B53E72A-0BDE-402E-8A2B-A0DA8C1A4611

Video:

https://costamesa.granicus.com/player/clip/4284?view_id=14&redirect=true

DESCRIPTION

Staff is proposing to amend the Shared Parking Requirements to add 12 additional uses to the table and update the hourly percent of demand for all listed uses with the available current data from the original table and industry standard sources. The proposed updates do not change the methodology of the table, do not alter the procedure on how the table is used, and do not alter the codified parking ratios. As proposed, the updates should provide a more accurate assessment of parking demand on mixed-use development sites resulting in a more efficient use of parking resources.

ANALYSIS

The following analysis provides detail on the proposed revisions, including updated hourly adjustments, land use categories, and supporting case study results. The proposed changes are included as Attachment 4 (Proposed Shared Parking Requirements).

Hourly Adjustment Updates

To ensure consistency and accuracy, the Shared Parking Requirements was updated using the methodology and sources used to develop the existing table. The table is based on data developed from Urban Land Institute (ULI) research, adjusted to use the City's codified parking ratios, and is compiled into an Excel-based table that outlines the expected percentage of required parking by hour for various land uses.

The hourly adjustments for all the land uses within the table came from industry standard sources. The proposed table collected 23 uses listed within the ULI Shared Parking, 3rd Edition. Each use has its own list of hourly adjustments from 6:00 AM until midnight. Staff used a weighted average to combine adjustments for visitors and employees and then scaled the weekday or weekend adjustments accordingly to ensure relationship between weekdays and weekends was maintained. Staff's approach is consistent with the methodology used to create the existing table.

The proposed table also collected three additional common uses from the ITE Parking Generation, 6th Edition. These three uses were pulled from ITE because ULI did not have data available for these specific uses. The uses include Fast Food w/Drive Thru, Breweries and Distilleries, and Other (small) Retail. The methodology and calculations have been reviewed and approved by the City's Transportation Division.

Existing and Proposed Land Uses

As previously mentioned in the background section, the proposed amendment to the City's Shared Parking Requirements table adds new land uses, updates to the existing uses, and updates demand factors; all to improve the accuracy of parking demand calculations. The goal of the Shared Parking Requirements table is to present a realistic picture of true parking demand based on contemporary land use patterns.

In the absence of specific shared parking factors for uses, staff must rely on flat maximum hourly demand rates that do not account for variations by time of day. Using flat rates for mixed-use development results in surplus parking. This results in an increase in requests for parking deviations, independent parking studies, or the loss of a potential new business.

To update the table, staff reviewed the uses already listed in the City's primary parking requirement table (Table 13-89). Next, staff analyzed land uses in the Land Use Matrix (Table 13-30) that exhibit unusual or concentrated peak-hour parking demand patterns (e.g. Health Clubs/Physical Fitness Facilities). Staff then focused on common uses in Costa Mesa with sufficient local data to support inclusion, such as active entertainment and event centers. While not currently listed in the Land Use Matrix, these uses have been the subject of multiple entitlements accompanied by parking studies, providing a strong basis for their addition to the table, particularly given their increasing frequency in mixed-use developments.

Over the last four decades, the City's land use mix has evolved significantly. The proposed update adds 12 additional uses to the table. Some broad categories from the 1980s table, like retail, office, and restaurant, are now broken into smaller, more specific subcategories. Retail and restaurant categories, for example, have diversified into specialized subcategories with distinct operating and parking characteristics. For example, restaurants range from fast food with drive-throughs to fine dining, each with unique parking patterns, whereas the original Shared Parking Requirements table based on 1985 data, only distinguished between small restaurants (under 3,000 square feet) and large restaurants (over 3,000 square feet). This change accounts for differences in operating hours and customer patterns within these groups, resulting in a more accurate and fairer estimate of parking needs.

Similarly, new popular uses were not represented in the original model. These include uses that were not previously considered, such as physical fitness facilities, dance studios, and event centers; business types that are now common in many mixed-use developments. These uses have unique parking patterns and including them in the table makes the parking analysis more precise and versatile.

The proposed amendment keeps the 14 existing uses in the Shared Parking Requirements table, but makes an important change, each use now has its own set of hourly parking adjustments. In the current table, some uses, such as Office and Banks, have different parking ratios per the CMMC, so they were separate columns but share the

same hourly pattern of use. This approach can oversimplify real parking needs. By assigning unique hourly demand to every use, the updated table more accurately reflects how parking needs change throughout the day for each type of business or activity. On Table 1: Comparison of Existing and Proposed Uses provides a side-by-side comparison of existing uses currently provided in the Shared Parking Requirements table and the uses proposed as part of this update.

Table 1: Comparison of Existing and Proposed Uses

Existing	Proposed
Retail	
• Retail	• Grocery Store • Department/Super Store • Retail (other) • Furniture and Appliance Stores with Greater Than 5,000 SF of Floor Area
Office	
• Office • Medical Office • Banks	• Office < 25,000 SF • Office >= 25,000 SF • Medical/Dental Office • Banks /Savings and Loans/ Credit Unions
Residential	
• Studio • One Bedroom • Two Bedroom • Three Bedrooms or More	• Studio • One Bedroom • Two Bedroom • Three Bedrooms or More
Restaurant	
• Restaurants 1st 3,000 SF • Restaurants over 3,000 SF	• Restaurants, less than 300 SF of Public Area • Fast Food w/ Drive Through • Restaurants without Breakfast • Restaurants with Breakfast • Bars and Nightclubs • Breweries and Distilleries
Tourism and Hospitality	
• Guest Rooms • Restaurant/ Lounge • Convention Center	• Hotels/Motels (see corresponding use for ancillary activities) • Event Centers
Entertainment & Fitness	
• Theaters and Cinemas	• Health Clubs/ Physical Fitness Facilities • Studios, Dance, Martial Arts, Music • Movie Theaters • Auditoriums • Active Entertainment*, Open After 11 PM and/or Serves Alcohol

	• Active Entertainment*, Closes Before 11 PM and No Alcohol

*Active Entertainment is defined in staff policy as retail locations that focus on physical activities. (e.g. Escape Rooms, Hatchet Throwing, Cold Plunge, Simulators, etc.)

Uses Not Included

Staff also examined the potential to add other uses where unique parking patterns were suspected. However, sufficient local or regional data could not be secured to produce reliable hourly distributions for demand for the following:

- Churches and other religious assembly uses
- Racquetball and tennis facilities
- Industrial uses (including specialized manufacturing or distribution)

Application of the Updated Shared Parking Requirements Table

To determine the effectiveness of the proposed updates, staff conducted two case studies and compared them to the current Shared Parking Requirements table. The results of the case studies are shown in Table 2. Case Study 1, is a large shopping center consisting of a supermarket and grocery store, restaurants, medical offices, smaller retail tenants, and physical fitness studios. Case Study 2, is a strip mall with smaller retail tenants, medical offices, and restaurants.

Table 2: Summary of Case Study Results

	Case Study 1	**Case Study 2**
Code Required Parking	1123 parking spaces	250 parking spaces
1980s Shared Parking Demand	1110 parking spaces	234 parking spaces
Proposed Shared Parking Demand	960 parking spaces	209 parking spaces
Parking Provided On-Site	1011 parking spaces	225 parking spaces
Parking Surplus with New Data	***51 parking spaces***	***16 parking spaces***

In both test cases, the new summary table more accurately reflected the parking demand onsite based on site observations throughout the year and specific site assessments during the development of this report. To determine the accuracy of the proposed updates, staff conducted site visits on the weekend and weekdays at the identified peak parking demand hour, which were 1:00 p.m. and noon for Case Study 1, and 6:00 p.m. and noon for Case Study 2. In both case studies, Staff observed a parking surplus on-site at peak demand hours on both weekends and weekdays. Furthermore, not only did the new demand data result in a lower parking demand than the data from the 1980s, but it

also resulted in a parking surplus at the site, therefore increasing flexibility at the sites for future uses.

Benefits of a More Accurate Shared Parking Table

Updating the Shared Parking Requirements ensures that parking supply in Costa Mesa meets parking demand and aligns with current development patterns, supports economic vitality, and promotes efficient land use. Key benefits include:

- Maximized efficiency – Aligns parking supply with actual demand, reducing overbuilt parking while accommodating peak use periods.
- Optimized land use – Frees property area for revenue-generating uses, public amenities, or landscaping.
- Economic development – Expands the variety of businesses that can operate without costly parking deviations, fostering a business-friendly environment.
- Data-driven decisions – Uses current, industry-standard data to provide predictable, transparent parking requirements for applicants and staff.
- Cost savings – Lowers maintenance and construction costs for parking infrastructure.
- Support for mixed-use and adaptive reuse – Facilitates redevelopment and revitalization of existing properties in line with General Plan goals.

GENERAL PLAN CONFORMANCE

The proposed amendments are in conformance with the City's General Plan, including:

- The Land Use Element identifies shared parking as a manner in which the City can more productively use space, conserve land resources, and allow other uses for that space which add vitality to our urban areas (LU-16 Mixed-Use Districts).
- Policy LU-6.2 "Continue to promote and support the vitality of commercial uses to meet the needs of residents and that support regional-serving commercial centers." General Plan specifically states that shared parking supports the vitality of commercial properties by conserving land resources by reducing the space required for parking.
- Policy LU-6.7 "Encourage new and retain existing businesses that provide local shopping and services." If space within a property does not need to be used for

parking they it may be leveraged to provide additional space for commerce or uses that attract commerce.

- Policy LU-6.19 "Provide flexibility and support for development of residential, office, small retail centers, and similar uses that would serve residents and would also benefit from the high visibility along major corridors outside of significant commercial or industrial nodes." Providing a more accurate shared parking requirements table allows for more flexibility on how any property might be developed and updating the shared parking table further supports not only mixed-use development but also adaptive reuse of existing centers.

The proposed shared parking requirements would continue to allow for orderly, high-quality development within Costa Mesa and encourage economic growth in the community. The updated requirements also provide allowances for the development and redevelopment of properties to encourage new and existing businesses to operate within Costa Mesa.

ENVIRONMENTAL DETERMINATION

The proposed amendment has been reviewed pursuant to the California Environmental Quality Act (CEQA). Staff recommends that the updated shared parking data be found exempt from the provisions of CEQA under Section 15061(b)(3) Common Sense Exemption, which applies when it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment. The proposed amendment qualifies for this exemption because;

The proposed amendment does not establish any new regulatory framework. The shared parking table already exists in the City's Municipal Code and is a long-standing tool used to calculate parking demand. The update simply refines the existing table by revising the hourly distribution of parking demand and expanding the list of uses to reflect current development practices. These refinements improve the accuracy of parking demand calculations without altering the underlying methodology.

By increasing accuracy, the amendment reduces the risk of either underestimating or overestimating parking needs, thereby minimizing the chance of indirect impacts such as spillover parking, unnecessary construction of surplus parking, or related transportation and greenhouse gas concerns. Importantly, the amendment does not change what land uses are permitted, the allowable floor area, or the required parking ratios. Development potential continues to be constrained by existing Floor Area Ratio standards and the City's Land Use Matrix. Furthermore, the parking ratios are not relaxed but only change the distribution of demand. Thus, the maximum parking ratios remain unchanged. Therefore, there is no new construction or physical change to the environment resulting from this amendment.

Because the amendment only improves the precision of an existing analytical tool without expanding development capacity or creating new physical impacts, the amendments will reduce potential impacts compared to the existing table. This includes fewer unnecessary surface lots, which means less impervious surface, stormwater runoff, and heat island effect. There would also be fewer spillover parking issues in neighborhoods due to less traffic circulation and emissions from providing a more efficient supply of parking that also allows for more space for the potential of pedestrian or bicycle paths of travel, or increases in landscape area. This is all substantiated by the case studies we provide within the analysis.

Based on this evidence, it can be seen with certainty that there is no possibility that the amendments may have a significant effect on the environment, and therefore, is exempt from further review under CEQA Section 15061(b)(3).

ALTERNATIVES

The Planning Commission has the following alternatives:

1. **Recommend City Council approval with modifications.** The Planning Commission may recommend approval with modifications to the amended Shared Parking Requirements. Modifications would be forwarded to City Council for consideration.

2. **Recommend that the City Council not adopt the updated Shared Parking Requirements**. The Planning Commission may recommend that the City Council not adopt the proposed amendments to the Shared Parking Requirements. If the proposed amendment is not supported the existing shared parking requirements table will continue to be used with its current use offerings and hourly distributions.

3. **Continue the Item**. The Planning Commission may continue the item to a date certain with direction for staff to return with additional information, changes and/or clarifications for Planning Commission consideration. If the item is continued, it will not continue to the City Council with the other technical code clean-up items which are scheduled for the regular City Council meeting of September 16, 2025.

NOTICE

Pursuant to Government Code Section 65854(a), a 1/8th page public notice was published once in the Daily Pilot newspaper no less than 20 days before the July 28, 2025, public hearing for the technical code update, which the shared parking requirements update was item 11 of 11. As the Shared Parking Requirements were continued to a date certain, August 25, 2025, on July 28, 2025, during the Planning Commission hearing, additional public notice was not necessary.

CONCLUSION

The updated Shared Parking Requirements provide updated data to reflect current parking trends to improve the accuracy of parking demand projections. These updates are intended to maximize parking efficiency, improve land utilization, attract new businesses to the City, streamline review processes, and encourage new development and revitalization of existing development in the City.

ATTACHMENTS

1. Draft Planning Commission Resolution
2. Draft City Council Resolution
3. Existing Shared Parking Requirements
4. Proposed Shared Parking Requirements

Meeting Minutes for This Meeting Are Not Available Yet

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-438 **Meeting Date:** 9/16/2025

TITLE:

ADOPTION OF AN ORDINANCE ADDING CHAPTER XVI (PROHIBITION ON SALE OR DISTRIBUTION OF NITROUS OXIDE) TO TITLE 11 (OFFENSES-MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL SALE OR DISTRIBUTION OF NITROUS OXIDE IN THE CITY

DEPARTMENT: **POLICE DEPARTMENT**

PRESENTED BY: **JASON CHAMNESS, CAPTAIN**

CONTACT INFORMATION: **JASON CHAMNESS 714-754-5272**

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 2025-xx, adding Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful sale or distribution of nitrous oxide in the City.

BACKGROUND:

The City of Costa Mesa Municipal Code does not currently have an ordinance that would prohibit the sale and distribution of Nitrous Oxide.

On September 2, 2025, a first reading of a proposed ordinance adding Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses-Miscellaneous) were presented to City Council. City Council approved moving the ordinance forward by a vote of 7-0 with no amendments.

ANALYSIS:

This ordinance is being presented for final adoption.

The proposed ordinance would add a new Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses - Miscellaneous) of the Costa Mesa Municipal Code. The proposed ordinance makes it unlawful for any person to sell, attempt to sell, offer, distribute, or otherwise provide to any person nitrous oxide, a device to dispense or administer Nitrous oxide, or any device that contains any quantity of nitrous oxide. This ordinance does not apply to those exceptions identified in 11-406 (Exceptions to Prohibition).

Costa Mesa needs this ordinance to preserve the safety and well-being of our most vulnerable community members (youth). This ordinance is a preventative measure that targets the root causes of a growing problem, while maintaining legitimate access for medical, industrial, and commercial use.

ALTERNATIVES:

City Council could elect not to pass the proposed ordinance, leaving law enforcement with fewer options to combat the growing trend of the illegal distribution and recreational use of nitrous oxide, absent future changes to State law.

FISCAL REVIEW:

There is no fiscal impact to the City for the approval of the recommended action..

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City Council Goal: Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council adopt Ordinance No. 2025-xx, adding Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to Title 11 (Offenses-Miscellaneous) of the Costa Mesa Municipal Code to establish regulations prohibiting the unlawful sale or distribution of nitrous oxide in the City.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING CHAPTER XVI (PROHIBITION ON SALE OR DISTRIBUTION OF NITROUS OXIDE) TO TITLE 11 (OFFENSES—MISCELLANEOUS) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH REGULATIONS PROHIBITING THE UNLAWFUL SALE OR DISTRIBUTION OF NITROUS OXIDE IN THE CITY.

WHEREAS, the City of Costa Mesa (City) is empowered pursuant to California Constitution, article XI, section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Nitrous Oxide is an odorless, colorless chemical that can be inhaled for legitimate purposes associated with medical or dental procedures in a clinical setting, and is legitimately used for industrial purposes and as a propellant for food products; and

WHEREAS, Nitrous Oxide is also subject to recreational misuse and abuse, in part, because it is easy to purchase from retail vendors and relatively inexpensive; and

WHEREAS, the recreational misuse and abuse of Nitrous Oxide can cause permanent vitamin deficiencies in the blood, and can cause long-term neurological effects, including paralysis and death; and

WHEREAS, the incidence of Nitrous Oxide recreational misuse and abuse has been on the rise both within the City and internationally over the past decade, with multiple medical studies noting significant increases in recreational misuse in the past five years, as well as a broader medical understanding of the long-term hematological and neurological impacts of Nitrous Oxide misuse and abuse; and

WHEREAS, the City does not currently regulate the sale of Nitrous Oxide and finds and declares that in the absence of local regulation, Nitrous Oxide remains subject to significant risk of misuse and abuse through sale to individuals who intend to misuse or abuse the product; and

WHEREAS, the City desires to regulate the sale of Nitrous Oxide in order to preserve and protect public health and to dissuade sellers of Nitrous Oxide products from selling to individuals which they know or have reason to know intend to use the products for illegal purposes (i.e., recreational ingestion and/or inhalation).

WHEREAS, on February 25, 2025, the County of Orange Board of Supervisors adopted Ordinance No. 25-004, adding Division 19 to Title 3 of the Codified Ordinances of the County of Orange to prohibit the sale of nitrous oxide in the county, except when sold for culinary use, wholesale, for use in a vehicle, for the purpose of providing medical or dental care, or by a pharmacist. The ordinance was supported by the Orange County District Attorney, the Orange County Sheriff's Department, and the Costa Mesa Police Department; and

WHEREAS, the City of Costa Mesa, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et

seq.) and State CEQA guidelines (Sections 15000 et seq.) has determined that the ordinance is not a “project” and further, that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) such that no environmental review under CEQA is required; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that all the recitals, facts and conclusions set forth above in the preamble of this Ordinance are true and correct.

Section 2. Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) of Title 11 (Offenses – Miscellaneous) of the Costa Mesa Municipal Code is hereby added as follows:

Chapter XVI. PROHIBITION ON SALE OR DISTRIBUTION OF NITROUS OXIDE

11-404. Definitions.

For purposes of this article, the following definitions apply.

A. "Device" means any cartridge, compressed gas cylinder, apparatus, container, balloon, attachment, nozzle, or other object used to contain, dispense or administer nitrous oxide.

B. "Nitrous oxide" means the colorless nonflammable gas sometimes identified as N2O, which is sometimes used in aerosols and sometimes used as an anesthetic, and which, when inhaled, produces loss of sensibility to pain, often preceded by exhilaration and laughter and often used as an anesthetic in dentistry. Nitrous oxide is often informally or colloquially referred to as "laughing gas," "NOX," "galaxy gas," "whippits," amongst others.

C. "Person" means any individual or legal entity however constituted or organized.

D. "Wholesale capacity" means sale of or distribution of nitrous oxide or a device to dispense nitrous oxide to a person that will use nitrous oxide or the device in service or products for resale. Examples include, but are not limited to, commercial sale of dentistry supplies to dentists or dentistry offices, commercial sale of devices for the use in food production or in a commercial kitchen, and/or commercial sale of nitrous oxide for the purpose of producing food products for commercial sale (e.g., whipped cream canisters).

11-405. Prohibition on Sale or Distribution of Nitrous Oxide

Except as otherwise authorized by law or allowed under this article, it is unlawful for any person to sell, attempt to sell, offer, distribute or otherwise provide to any person nitrous

oxide, a device to dispense or administer nitrous oxide, or any device that contains any quantity of nitrous oxide.

11-406. Exceptions to Prohibition.

This article does not apply to the sale, attempt to sell, distribution, or other manner of providing nitrous oxide, or a device containing nitrous oxide, in the following exempt circumstances:

A. If the nitrous oxide is contained in a food product for use as a propellant.

B. If the nitrous oxide or device is being sold, attempted to be sold, offered, or distributed in a wholesale capacity, for uses similar to those described in subsection (D) section 11-404. This exemption only applies if the wholesaler does not know or have reason to know that the recipient intends to use the nitrous oxide or device in violation of section 11-405.

C. If the nitrous oxide or device that is being sold, attempted to be sold, offered, or distributed is specifically designed for use in a vehicle to enhance the performance of the vehicle, sold by a licensed retailer, and is flavorless.

D. If the nitrous oxide is being sold, attempted to be sold, offered, or distributed specifically for the purpose of providing medical or dental care, by or at the direction and under the supervision of, a medical or dental practitioner licensed by the State of California and in accordance with all applicable rules and regulations.

E. If the nitrous oxide or device is being sold, attempted to be sold, offered, distributed, or dispensed by a pharmacist, pharmacist intern, or pharmacy as defined by California Business & Professions Code§§ 4030, 4036, and 4037, as may be amended, in the course of their duties as a pharmacist or pharmacist intern, or wholesalers licensed by the Board of Pharmacy.

F. Or any other circumstances exempted under law.

Any sales or distributions of Nitrous Oxide contemplated under this section shall comply with all documentation requirements set forth in California Penal Code §381e.

11-407. Violations and Penalties.

a. Any person who violates this chapter is guilty of a misdemeanor and upon conviction thereof may be punished by a fine of not more than one thousand dollars ($1,000) or by imprisonment in the County Jail for a period of not more than six (6) months or by both such fine and imprisonment. Each day any violation of any said provision of this chapter shall continue shall constitute a separate offense.
b. Alternatively, violations may be addressed through the use of civil citations as set forth in Title 1, Chapter II (Civil Citations), Sections 1-34 *et seq*.

c. Use of criminal enforcement and/or administrative citations shall not prevent or preclude the City from seeking injunctive relief and civil penalties in court for violation of this article. This section shall not serve to limit any other legal remedies or actions that the City may have to address violations of this chapter. A violation of this chapter is grounds for a revocation of a business license, if applicable, pursuant to Section 9-119 of the Costa Mesa Municipal Code.

Section 3. Environmental Compliance. Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3).

Section 4. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 5. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 6. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow, City Attorney

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-437 **Meeting Date:** 9/16/2025

TITLE:

RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21224, FOR THE REHIRE OF BATTALION CHIEF WILLIAM KERSHAW

DEPARTMENT: **CITY MANAGER'S OFFICE/HUMAN RESOURCES**

PRESENTED BY: **KASAMA LEE, HUMAN RESOURCES MANAGER**

CONTACT INFORMATION: **KASAMA LEE, HUMAN RESOURCES MANAGER (714) 754-5169**

RECOMMENDATION:

Staff recommends the City Council adopt by resolution the exception to the 180-Day Wait Period pursuant to Government Code Sections 7522.56 and 21224 (Attachment 1) to retain the services of retired Battalion Chief William Kershaw.

BACKGROUND:

William Kershaw retired from the position of Battalion Chief with the City of Costa Mesa effective September 9, 2025, after 37 years of service with the City. His continued services are necessary to carry out critical project needs related to the Fire Department's operations.

ANALYSIS:

In anticipation of potential retirements, the Human Resources Division conducted a promotional recruitment to establish an eligibility list for the position of Battalion Chief. Battalion Chief Chris Coates retired in May, and a candidate was selected for the position in July. Another candidate was selected to replace Battalion Chief Kershaw and will start in September.

In addition to the retirements of both Chief Coates and Chief Kershaw, the Department is also preparing for the departure of Assistant Fire Chief Jonathan Neal in September. Battalion Chief Kershaw's continued services are needed to assist with the immediate and urgent need for project support at the management level.

Specifically, Battalion Chief Kershaw will assist with the following projects: Computer Aided Dispatch (CAD)/Records Management System (RMS) integration and updates including the recent changes to National Fire Incident Reporting System (NFIRS) & National Emergency Response Information System (NERIS), the Fire & Rescue Department's Accreditation Process with Center for Public Safety Excellence (CPSE)/Commission on Fire Accreditation International (CFAI), radio frequency templates and programming support and the Emergency Communications Center (ECC/Dispatch)

transition/integration in collaboration with the Costa Mesa Police Department.
Section 7522.56 of the Government Code requires that post-retirement employment commence no earlier than 180 days after the retirement date, but a public agency may hire a retired annuitant prior to the expiration of the 180 days following his/her retirement, if the nature of the employment and the appointment is necessary to fill a critically needed position before 180 days have passed.

This appointment is limited to 960 hours per fiscal year and the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties. This appointment does not include any other benefit, incentive, or compensation in lieu of benefit or other form of compensation in addition to an hourly rate. The temporary appointment is expected to end at the completion of 960 hours in the current fiscal year, completion of the aforementioned special projects, or end of Fiscal Year 2025-26, whichever is earlier.

This temporary assignment complies with the CalPERS guidelines regarding retired annuitants.

ALTERNATIVES:

Do not approve the recommendation action(s) and direct staff accordingly.

FISCAL REVIEW:

The hourly rate paid will be $94.72 (40-hour rate). No other benefits will be provided. The salary falls within the base salary range for the position of Battalion Chief and complies with the CalPERS guidelines regarding retired annuitants. It is anticipated that Chief Kershaw will work 20-30 hours per week, but not greater than 960 hours per fiscal year. Should he work up to the 960-hour limitation during the fiscal year, his maximum earnings would be $90,931. Funding for this position will come from salary savings in the Fire and Rescue Department in the General Fund (Fund 101).

LEGAL REVIEW:

The attached resolution has been reviewed by the City Attorney’s Office and approved as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the City’s Strategic Plan Goals to Recruit and Retain High Quality Employees.

CONCLUSION:

Staff recommends the City Council adopt resolution No. 2025-XX, granting an exception to the 180-day wait period pursuant to Government Code Sections 7522.56 and 21224.

RESOLUTION NO. 2025-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21224

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

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City Council of the City of Costa Mesa must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, William H. Kershaw (SSN XXX-XX-XXXX) retired from the City of Costa Mesa in the position of Battalion Chief effective September 9, 2025; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is March 8, 2026, without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Costa Mesa and William H. Kershaw certify that William H. Kershaw has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council hereby appoints William H. Kershaw as an extra help retired annuitant to perform the duties of the Battalion Chief for the City of Costa Mesa under Gov. Code section 21224 effective September 21, 2025; and

WHEREAS, the entire employment agreement, contract or appointment document between William H. Kershaw and the City of Costa Mesa has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $16,418 per month and the hourly equivalent is $94.72, and the minimum base salary for this position is $12,251 per month and the hourly equivalent is $70.68; and

WHEREAS, the hourly rate paid to William H. Kershaw will be $94.72; and

WHEREAS, William H. Kershaw has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

SECTION 1. The City Council of the City of Costa Mesa hereby certifies the nature of the appointment of William H. Kershaw as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Battalion Chief for the City of Costa Mesa by September 21, 2025 because of critical needs related to the City Fire and Rescue Department's Computer Aided Dispatch (CAD)/Records Management System (RMS) integration and updates, accreditation processes, radio frequency templates and programming support and the Emergency Communications Center (ECC/Dispatch) transition and integration.

PASSED AND ADOPTED this 16th day of September, 2025.

_____

John Stephens, Mayor

DRAFT

ATTEST:

_____
Brenda Green, City Clerk

APPROVED AS TO FORM:

_____
Kimberly Hall Barlow, City Attorney

DRAFT

THIS PAGE IS RESERVED FOR THE CITY CLERK'S OFFICE.

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing 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 16th day of September, 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 17th day of September, 2025.

_____
Brenda Green, City Clerk

DRAFT

CITY OF COSTA MESA

P.O. BOX 1200, COSTA MESA, CALIFORNIA 92628-1200

FROM THE OFFICE OF THE CITY MANAGER
HUMAN RESOURCES DIVISION

September 2, 2025

Dear William Kershaw,

I am happy to confirm the City of Costa Mesa's conditional job offer as a Retired Annuitant in the position of Battalion Chief. This offer is conditional upon City Council approval.

Your agreed upon salary is $94.72 per hour. This is a non-benefitted part-time position. As a CalPERS retired annuitant, you are limited to working 960 hours in a fiscal year. Your temporary employment will commence on September 21, 2025 and end at the earliest of:

- End of fiscal year 2025/2026 (may be extended upon Department needs)
- Your completion of 960 hours in a fiscal year
- The completion of special projects in the Fire Department including:
  - Assisting with the Computer Aided Dispatch (CAD)/Records Management System (RMS) integration and updates including the recent changes to National Fire Incident Reporting System (NFIRS) & National Emergency Response Information System (NERIS)
  - Assisting with the Fire & Rescue Department's Accreditation Process with Center for Public Safety Excellence (CPSE)/Commission on Fire Accreditation International (CFAI)
  - Assisting with radio frequency templates and programming support
  - Assisting with the Emergency Communications Center (ECC/Dispatch) transition/integration in collaboration with the Costa Mesa Police Department
  - Assisting with related specialist projects as needed

If you have any questions about the above, please feel free to contact me at (714) 754-5169.

Sincerely,

Klee

Kasama Lee
Human Resources Manager

I acknowledge receipt of the above and agree to its terms.

_____ _____
William Kershaw Date

c. Daniel Stefano, Fire Chief

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 25-444 **Meeting Date:** 9/16/2025

TITLE:

ADOPTION OF THE MEMORANDA OF UNDERSTANDING (MOU) BETWEEN THE CITY OF COSTA MESA (CITY) AND THE COSTA MESA POLICE ASSOCIATION (CMPA), THE COSTA MESA POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA MESA FIREFIGHTERS ASSOCIATION (CMFA) AND THE COSTA MESA FIRE MANAGEMENT ASSOCIATION.

DEPARTMENT: **CITY MANAGER'S OFFICE- HUMAN RESOURCES DIVISION**

PRESENTED BY: **KASAMA LEE, HUMAN RESOURCES MANAGER**

CONTACT INFORMATION: **KASAMA LEE, HUMAN RESOURCES MANAGER**
(714) 754-5169

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and adopt the Memorandum of Understanding between the City of Costa Mesa and CMPA (Attachment 1).

2. Approve and adopt the Memorandum of Understanding between the City of Costa Mesa and CMPMA (Attachment 2).

3. Approve and adopt the revised Memorandum of Understanding between the City of Costa Mesa and CMFA (Attachment 3).

4. Approve and adopt the revised Memorandum of Understanding between the City of Costa Mesa and CMFMA (Attachment 4).

5. Authorize the Interim City Manager and members of the City's Negotiation Team to execute the MOUs.

BACKGROUND:

The current Memoranda of Understanding (MOU) for CMFA and CMFMA were approved by the City Council on February 20, 2024 and are scheduled to expire on June 30, 2027. The current Agreements for a Successor MOU for CMPA and CMPMA were approved by the City Council on June 17, 2025 and the MOUs are scheduled to expire on June 30, 2026.

Each MOU/Agreement includes language stating "the parties agree that either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable."

The MOUs required some language updates to provide additional clarity and to comply with Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), Government Code and Title 2 of the California Code of Regulations (CCR).

The Human Resources Division collaborated with each unit's negotiation team regarding updated language, which resulted in new Memoranda of Understanding (Attachments I and II) for CMPA and CMPMA, which incorporated the provisions of the Agreement for Successor MOU and applicable existing language from the prior MOU and side letters and updated Memoranda of Understanding (Attachments III and IV) for CMFA and CMFMA.

ANALYSIS:

Pursuant to Government Code (Gov.) section 20636 "compensation earnable" for CalPERS "Classic Members" is defined as the pay rate and special compensation of the member. Government Code section 20636(c) further specifies that special compensation includes any payment received for special skills, knowledge, abilities, work assignment, workdays or hours, or other work conditions. Gov Code section 7522.34 and CCR section 571.1 define "pensionable compensation" for CalPERS "New (PEPRA) Members."

CCR section 571 also requires all items of special compensation be contained in a written labor policy or agreement that has been adopted by the employer's governing body and includes the conditions for payment for the special compensation item and cannot reference another document in lieu of disclosing the item of special compensation. Examples of "special compensation" include, but are not limited to, special assignment pay, holiday pay, bilingual pay, recruitment and retention incentive pay, and certification and education pay.

Employees who are planning to retire often submit formal requests for a retirement estimate through CalPERS. During this process, CalPERS often conducts a compensation/compliance review and will notify the employee and employer of any special compensation items that the employer has reported to CalPERS during the employee's final compensation period that CalPERS believes does not meet the criteria per CCR section 571. This provides the employer with an opportunity to submit additional or updated language to CalPERS for additional consideration prior to the employee's official retirement. Once an employee officially retires, CalPERS performs another compensation/compliance review and will notify the retiree and employer if any reported compensation does not meet the criteria per CCR section 571. The employer/retiree would then need to officially file an appeal for reconsideration. If, during the appeal process, it is determined that the special compensation did not meet the criteria, then the special compensation is removed from the retiree's retirement benefit.

Special compensation has been negotiated in good faith with the City's bargaining units. To avoid special compensation from being removed from an employee's retirement benefit, the City has updated language in the MOUs to ensure compliance with the applicable PERL, PEPRA and CCR sections.

Additional language updates were made to clean up provisions that were outdated and/or needed modification with agreement from the associations.

New and revised MOUs and resolutions for the non-safety bargaining units including Costa Mesa City Employees Association (CMCEA), Costa Mesa Division Managers Association (CMDMA) and the non-represented groups will be brought forth for City Council approval and adoption at an October City Council meeting.

ALTERNATIVES:

The parties to these agreements considered a variety of issues in the context of good faith negotiations in accordance with Government Code section 3500, et seq. (Meyer-Milias-Brown Act). These agreements represent the successful conclusion of labor negotiations in addition to updating language for required compliance with the PERL, PEPRA, Gov. Code and CCR, and alternatives need not be considered as a result of collaborative efforts expended.

FISCAL REVIEW:

There is no additional fiscal impact as the language updates are administrative in nature.

LEGAL REVIEW:

The City's special counsel, Liebert Cassidy Whitmore (LCW) and City Attorney's Office have reviewed the agreements and this report and approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

The proposed Agreements support the City's Strategic Plan Goals to Recruit and Retain High Quality Staff and Strengthen the Public's Safety and Improve the Quality of Life.

CONCLUSION:

Staff recommends that the City Council:

1. Approve and adopt the Memorandum of Understanding between the City of Costa Mesa and CMPA (Attachment 1)
2. Approve and adopt the Memorandum of Understanding between the City of Costa Mesa and CMPMA (Attachment 2)
3. Approve and adopt the revised Memorandum of Understanding between the City of Costa Mesa and CMFA (Attachment 3)
4. Approve and adopt the revised Memorandum of Understanding between the City of Costa Mesa and CMFMA (Attachment 4)
5. Authorize the Interim City Manager and members of the City's Negotiation Team to execute the MOUs

ATTACHMENT 1

MEMORANDUM OF UNDERSTANDING

Costa Mesa

2025
2026

Between The Representatives
Of The Costa Mesa Police Association
And The City of Costa Mesa

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ARTICLE 1 - RECOGNITION/PREAMBLE

1.1 By resolution of the City Council of the City of Costa Mesa, and pursuant to the provisions of the Meyers-Milias-Brown Act, California Government Code Section 3500, et seq., the City of Costa Mesa (hereinafter referred to as "City") recognizes the Costa Mesa Police Association (hereinafter referred to as "Association" or "CMPA") as the exclusive representative and the agent for collective bargaining purposes of the sworn police officers employed in the Costa Mesa Police Department in the job classifications set forth below, excluding all non-sworn employees of said Police Department.

1.2 This Memorandum of Understanding ("MOU") has been prepared by representatives of the City and representatives of the Association who have met and conferred in good faith, examining a number of proposals and counter proposals concerning wages, hours of employment, working conditions, fringe benefits and other terms and conditions of employment for the sworn officers of the Costa Mesa Police Department as defined herein. The Parties to this MOU are the City and the Association, which are jointly recognized and referred to herein below as the "Parties."

1.3 It is the mutual understanding of the City and the Association that this MOU shall be submitted to the Costa Mesa City Council upon the joint recommendations of the Parties that this MOU be adopted, the City Council will consider the MOU in accordance with Ordinance 12-7, the COIN Ordinance and thereafter will take such action as may be needed to implement this agreement and its provisions.

1.4 The City and the Association hereby acknowledge that the terms of this MOU may not cover all terms of employment relating to wages, hours and conditions of employment at the City of Costa Mesa. These parties further acknowledge that any term or condition of employment which is not expressly covered herein, but is expressly covered by existing ordinances, resolutions, policies and regulations of the City, including the Personnel Rules and Regulations presently in effect, shall be controlled by the existing provisions of said ordinances, resolutions, policies, and regulations to the extent that said policies and regulations do not change, abrogate, modify or amend any express term of this MOU All other terms and conditions of employment in effect at the time of execution of this MOU shall remain status quo during the term hereof, unless such a term or condition is excepted from collective bargaining and the scope of representation as set forth in California Government Code 3504 or constitutes an emergency matter as set forth in California Government Code 3504.5.

1.5 If any portion of this MOU is found to be unlawful, in conflict or inconsistent with existing laws, regulations, or ordinances; or determined to be invalid or unenforceable by an administrative or judicial tribunal with competent jurisdiction, such portion or part of the MOU shall be superseded and not enforced. The remainder of this MOU shall continue in full force and effect, and shall be enforced through the term of the agreement pursuant to Government Code Section 3500, et seq.

1.6 For the term of this MOU neither the City nor the Association shall be compelled to meet and confer with the other concerning any issue which is expressly agreed to herein. Each Party to the MOU. hereby expressly waives its right to demand that the other Party meet and confer concerning any issue expressly agreed to herein. However, nothing in this MOU shall prohibit these Parties from meeting and conferring over any expressly agreed issue herein, if, and only if, both Parties hereto mutually agree to do so.

1.7 Continuous, uninterrupted and efficient service to the community by the City and its employees, and orderly employer-employee relations are essential considerations of this MOU. Accordingly, the Association agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, "sick-outs," non-informational picketing, boycotting, work stoppages, slow-down strikes, or

any other concerted job action or refusal to render services, including overtime or any other curtailment or restriction of work and service at any time during the term of this MOU.

1.8 The Association recognizes its duty and obligation to comply with the provisions of Section 1.8 of this MOU, and shall make every reasonable effort to assure that all employees covered by this MOU similarly do so. In the event of any concerted activity by employees in contravention to the provisions or intent of Section 1.6, the Association hereby agrees to direct its members to cease any such actions or activities forthwith. No employee covered by this MOU shall be entitled to any benefits or wages whatsoever while engaged in any activities or actions prohibited by Section 1.8 of the MOU.

1.9 During the term of this MOU, the parties agree either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

ARTICLE 2 - TERM OF AGREEMENT

2.1 The term of this MOU will commence on July 1, 2025, and expire in the pay period that includes June 30, 2026.

ARTICLE 3 - BASIC SALARIES AND WAGES

3.1. **BASE SALARY -** Employees covered by this MOU shall be compensated at the monthly base salary rates established for their classification under the Basic Pay Schedule per City Council resolution. An employee occupying a position in the classified service shall be compensated within the range established for his or her position as provided in Rule 6 of the Personnel Rules and Regulations. The minimum rate for the class generally shall apply to an employee upon his or her original appointment. Employees who are re-employed shall receive a rate within the range established for the class and agreed upon by the appointing authority and the employee prior to appointment.

Effective the pay period that includes July 1, 2025, four percent (4.0%) increase for all classifications subject to this MOU.

ARTICLE 4 - DEFERRED COMPENSATION

4.1 **DEFERRED COMPENSATION** - Effective the first full pay period beginning after July 1, 2024, the City will make a contribution to the City's 457(b) provider that will equal one half of one percent (0.5%) of each employee's base salary. Employees are responsible for tracking contributions to ensure that total contributions made by the City and employee do not exceed the maximum allowable contributions as per the IRS. City contributions are per year only. As such, they expire on the last payroll of the calendar year.

ARTICLE 5 - HEALTH INSURANCE

5.1 **IRS SECTION 125 BENEFIT PLAN** - The City shall provide the amount listed below toward the payment of premiums under an IRS Section 125 Benefit Plan. The City may also offer other pre-tax benefits.

5.2 **PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT** - The City contracts with the California Public Employees' Retirement System ("CalPERS") for medical insurance pursuant to the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The City will contribute the annual CalPERS statutory minimum on behalf of each participant in the program, which is included in the amount of the City's contribution to the flexible benefit account (i.e., the Section 125 Benefit Plan) described below. Eligible employees may select any of the medical insurance plans offered by CalPERS.

5.3 **MANDATORY BENEFITS** - Employees must use a portion of the City contribution to pay for life insurance and long term disability. Employees also must enroll in medical insurance unless the employee meets the eligible opt out requirements to receive cash in lieu.

5.4 **QUALIFICATION FOR FLEX CONTRIBUTION** - Employees must receive compensation for the entire pay period to receive the flexible benefit contribution amount. Use of accrued leave qualifies as compensation for this purpose. Employees will be ineligible for the flexible benefit contribution if the employee records absence without pay hours within the pay period except for the following reasons:

- If an employee exhausts his/her accrued leaves prior to the end of the pay period, he/she shall receive the flex contribution for that pay period.
- Disciplinary actions will not apply to this article/qualification i.e., suspensions without pay.

5.5**. CONTRIBUTION AMOUNT -** Effective the pay period that includes July 1, 2025, for those employees who enroll in City offered coverage, the City's contribution towards each employee's flexible benefit account is $2,419 per month. This amount is inclusive of the CalPERS statutory minimum amount for each month. An employee who selects benefits which cost less than the dollars contributed by the City (which also requires the employee to select life insurance and long term disability per Article 5.3) shall receive the remainder of the flexible benefit contribution in cash up to a maximum of eight hundred and forty-six dollars ($846) per month. Effective July 1, 2019, this amount is increased to one thousand and sixty dollars ($1,060.00) per month.

5.6 **WAIVER OF INSURANCE** - An employee may opt out of medical coverage offered by the City and receive cash in lieu only if the employee provides before the start of each plan year, an attestation that the employee and his or her tax family have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year. The City will not pay cash in lieu if the City knows or has reason to know that the employee or an individual in the employee's tax family does not have the required alternative coverage.

Any employee in the unit who meets the requirements to opt out of medical coverage can receive eight hundred and forty-six dollars ($846.00) per month as cash subject to tax withholdings. Effective July 1, 2019, the amount is increased to one thousand and sixty dollars ($1,060.00) per month. Those employees who meet the requirements and opt out of medical coverage will still receive an employer contribution to cover the mandatory life and disability insurance benefits.

ARTICLE 6 - RETIREMENT

6.1 **CALPERS -** The City contracts with CalPERS for retirement benefits.

A. Employees Who Are Not "New Members" as Defined by Government Code Section 7522.04(f) – i.e., "Classic Members"

1. Retirement Formula: The City contracts with CalPERS to provide the 3% at 50 retirement formula as set forth in California Government Code Section 21362.2 for all employees covered by this MOU hired before December 31, 2012, or lateral employees hired after that date who qualify as "classic members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA").

2. Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for these employees per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the twelve (12) consecutive months selected by the employee or not selected, the employee's last twelve (12) months of employment.

3. Payment of Employee/Member Contribution:

   a. Employees Subject to the 3%@50 formula: These employees will pay the full CalPERS member contribution equal to nine percent (9%) of compensation earnable towards their CalPERS member contribution. As a result, the City pays and reports zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

4. Cost Sharing: Classic member employees subject to the 3%@50 formula currently pay an additional five percent (5%) of compensation earnable as cost sharing into their employee account with CalPERS in accordance with Government Code section 20516(a).

   Effective the pay period that includes July 1, 2023, for Classic member employees subject to the 3%@50 formula, cost sharing per Government Code section 20516(a) will be reduced by one and one quarter percent (1.25%) for a net contribution of three and three quarters' percent (3.75%) per Government Code section 20516(a). When this three and three quarters' percent (3.75%) is added to the employees' payment of nine percent (9%) towards their member contribution, employees shall pay twelve and three quarters' percent (12.75%) compensation earnable towards their pension.

B. For "New Member" Employees

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7%@ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

2. Retirement Benefit Calculation Period: These employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future.

Effective the pay period that includes July 1, 2023, for new member employees subject to the 2.7%@57 formula, if one-half of the CalPERS' annual normal cost rate goes below 12.75% (and it is rounded by CalPERS to the nearest one-quarter of a percent), new member employees subject to the 2.7%@57 formula shall pay the difference between the one-half of the total normal cost rate and twelve and three-quarters' percent (12.75%) of compensation earnable as cost sharing pursuant to Government Code section 20516(f).

Effective the pay period that includes July 1, 2023, for new member employees subject to the 2.7%@57 formula, if one-half of the CalPERS' annual normal cost rate exceeds 12.75% (and it is rounded by CalPERS to the nearest one-quarter of a percent), the City will contribute the amount above 12.75% to the deferred compensation account (per IRS Code section 457(b)) of each new member.

C. Adoption of the IRS Code section 414(h)(2) Resolution: The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

6.2 **CALPERS CONTRACT** - The City will continue to provide pension benefits to represented employees in accordance with the CalPERS contract in effect on the effective date of this MOU. The City's contract with CalPERS for employees covered by this MOU includes the following options:

- Section 20042 (One Year Final Compensation, only applies to classic member employees)
- Section 20516 (Employee Cost Share, only applies to classic member employees)
- Section 20965 (Credit for Unused Sick Leave)
- Sections 21624/ 21626 (Post-Retirement Survivor Allowance, only applies classic member employees)
- Section 21620 (Retired Death Benefit of $500)
- Section 21329 (COLA of 2%)
- Section 21362.2 (3% @ 50 Benefit Formula, only applies to classic member employees)
- Section 20903 (Two Years Additional Service – Golden Handshake)
- Section 21635 (Post-Retirement Survivor Allowance Continues After Remarriage)
- Section 21573 (Third Level of 1959 Survivor Benefits)
- Section 21551 (Death Benefit Continues After Remarriage)
- Section 20055 (Credit for Service Before CalPERS Contract)
- Section 20938 (Limited Prior Service Credit to Employees on Contract Date)
- Section 21536 (Local System Service Credit for Basic Death Benefit)
- Section 20481 (Transfer of Local System Assets to CalPERS)
- Section 21024 (Military Stats 76)
- Section 21023.5 (Peace Corps/AmeriCorps Service)
- Section 21027 (Military Retiree)
- IRC 414(h)(2) (Pre-tax payroll deduction plan for member contributions and service credit purchase)

ARTICLE 7 - RETIREE MEDICAL

7.1 The Defined Contribution Retirement Health Savings Plan ("Plan") went into effect January 1, 2004, and payments made by the City were suspended in 2010. The purpose of the Plan was to establish a tax protected savings program for every full-time employee that will:

- Provide a retiree medical benefit for employees who were hired after January 1, 2004, who will not be eligible for the health insurance contribution under the Council Policy 300-1.
- Provided a supplemental benefit to the City contribution under Council Policy 300-1 for employees hired before January 1, 2004.

The program requires mandatory participation by all full-time employees. Employees make a monthly contribution to the plan equal to 1% of their base monthly salary. Effective the pay period that includes July 1, 2022, the City will match the 1% monthly contribution into each employees' account. The account assets that accumulate, plus investment earnings, will be used in retirement to pay health insurance premiums and other eligible out-of-pocket medical expenses such as deductibles, co-payments, vision care or dental care. Employee contributions plus vested employer contributions are portable if an employee should leave employment with Costa Mesa prior to retirement.

For all employees in the unit, the City will pay the CalPERS statutory minimum for each member of the bargaining unit for retiree medical benefits.

ARTICLE 8 - BENEFIT REVIEW COMMITTEE

8.1 The Association shall maintain two (2) representatives on the City's Benefit Review Committee. The Committee continually evaluates the City's benefit programs and makes recommendations on plan changes, benefit levels, payroll deductions and the addition or deletion of plans.

ARTICLE 9 - DRUG AND ALCOHOL TESTING POLICY

9.1 The Costa Mesa Police Department Drug and Alcohol Testing Policy applies to employees represented by the Association. The Policy permits reasonable suspicion drug and alcohol testing for permanent staff and random testing for probationary employees. The Policy is incorporated into this MOU by reference.

ARTICLE 10 - P.O.S.T. INCENTIVE PROGRAM

10.1 **PAY FOR CERTIFICATIONS ISSUED BY THE STATE OF CALIFORNIA COMMISSION ON POLICE OFFICER STANDARDS AND TRAINING ("POST").** – Employees in the Association who have passed their initial City probation shall be eligible for additional pay as follows:

A. Intermediate Certificate

Employees shall receive five percent (5%) of base pay for earning a POST Intermediate Certificate.

B. Advanced Certificate

Employees shall receive ten percent (10%) of base pay for earning a POST Advanced Certificate.

The POST Certificate pays do not stack. An employee who receives Advanced Certificate Pay of ten percent (10%) no longer receives the five percent (5%) for the Intermediate Certificate. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be

reported as such pursuant to Title 2 CCR, Section 571(a)(2) Peace Officer Standard Training (POST) Certificate Pay.

ARTICLE 11 - TUITION REIMBURSEMENT

11.1 Tuition and/or textbook costs required to complete job-related educational courses which are taken by an employee, and which pertain directly to his or her City employment, may be reimbursed to the employee if reimbursement is recommended by the employee's department director and approved by the Assistant City Manager. An employee requesting tuition reimbursement must obtain prior approval before enrollment per Administrative Regulation 2.1. The employee participating must achieve a passing grade of a "C" or better, Credit/No Credit or a Certificate of Completion and should see that the Human Resources Manager receives a copy, where appropriate, of the employee's grade(s) before any reimbursement is provided.

11.2 The City will reimburse up to a maximum of $1,250 per fiscal year for qualifying tuition and/or textbook costs. It is the intent of the parties that any units/degrees submitted are accredited by Western Association of Schools and Colleges (WASC, www.wascweb.org), Council for Higher Education Accreditation (CHEA, www.chea.org/directories), or pre-approved by the Chief of Police and Assistant City Manager.

ARTICLE 12 - OVERTIME

12.1 Employees in the unit may earn overtime as provided by the Fair Labor Standards Act (FLSA) or per this MOU.

The City has adopted the 14 day FLSA work period (per Section 7(k) of the FLSA) for employees scheduled to work the 4/10 work schedule and the 28 day FLSA work period for employees scheduled to work the 3/12.5 work schedule. FLSA overtime is defined as overtime earned for actually working in excess of 86 hours in the 14 day FLSA work period (for employees scheduled to work the 4/10 work schedule) or for working in excess of 171 hours in the 28 day FLSA work period (for employees scheduled to work the 3/12.5 work schedule). Both of these work periods were established per Section 207(k) of the FLSA.

MOU overtime is overtime earned per this MOU in excess of the requirements of the FLSA. Employees earn MOU overtime when working outside of their regular hours except that employees will not be eligible for MOU overtime during the same 24-hour day in which they have taken or utilized paid leave time (i.e., vacation, sick, holiday, compensatory time) unless the employee receives prior approval from the Department director or designee. If an employee has utilized less than a full shift of paid leave time, the employee will only be compensated for overtime pay (1.5) when they exceed their regularly scheduled hours during that work day or shift. MOU overtime is paid at the employee's base rate of pay.

12.2 Employees will be compensated only for overtime authorized in advance by an appropriate supervisor. Generally, overtime shall be discouraged unless absolutely necessary. An employee may, with the Chief of Police's (or designee's) approval, accumulate compensatory time to be taken during subsequent pay periods, with departmental approval, up to a maximum accumulation of eighty (80) hours for each employee. Compensatory time off will be granted upon a reasonable request of the employee, and pursuant to the provisions of Police Manual Section 175 et. al. If reasonable notice is provided it will be granted unless to do so is unduly disruptive as defined by the law. No more than 40 hours of compensatory time may be taken at any one time.

An employee may cash out up to 40 hours of compensatory time on any given pay period except during the month of December. On the first pay day of December each year, employees will be cashed out of all accrued compensatory time which they have on the books.

12.3 Employees will not be eligible for overtime compensation during the same 24-hour day in which they have taken or utilized paid leave time (i.e., vacation, sick, holiday, compensatory time) unless the employee receives prior approval from the Department director or designee. If an employee has utilized less than a full shift of paid leave time, the employee will only be compensated for overtime pay (1.5) when he/she exceeds his/her regularly scheduled hours during that work day or shift.

12.4 The Chief of Police has discretion over the establishment of an overtime policy and procedure that will be implemented if compensatory time off requests reduce staffing below minimum staffing levels. The Chief agrees to meet and consult with CMPA before implementing this overtime policy and procedure.

12.5 A written request for Compensatory Time Off (CTO) shall be made and approved no later than 24 hours prior to the requested time off. The Watch Commander/Team Sergeant of the individual requesting C.T.O. shall approve or deny the request. This policy is subject to suspension in emergency situations or at the discretion of the Chief of Police or his/her designee. Employees assigned to rotating shifts may not submit a CTO request more than 30 calendar days in advance of the shift rotation in which the CTO day off would fall.

12.6 The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any hours worked beyond the normal workday will be credited to the individual actually doing the work. "Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within the shift deployment of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. Shift trades are not subject to the grievance procedure. If one individual fails to appear for the other (regardless of the reason), the person who was "traded in" will be listed as absent without leave and may be subject to disciplinary action. A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").

12.7 Fills for overtime shifts shall first be available to full-time members of the Division having the overtime and within the same classification, Police Officer for Police Officer (includes: Police Officer, and Senior Police Officer) and Sergeant for Sergeant. Superior ranking officers may fill a lower ranking position if it has not been filled a minimum of 48 hours prior to the start of the scheduled shift, or if it is the only available means of filling the vacancy. Superior ranking employees may only voluntarily fill an overtime shift vacancy in their immediate subordinate rank (e.g., Sergeant may fill for an Officer vacancy).

12.8 Members of the Department may sign up for overtime outside their Division; however, they may be bumped out of the overtime assignment up to forty-eight (48) hours before the shift begins by a full-time member of the Division with the need for the overtime.

12.9 A bumping employee shall attempt to notify the bumped employee by telephone, and he or she shall also provide a written memo to the bumped employee's Department mailbox or office. The bumping employee shall also notify and provide a copy of the written memo to the acting Watch Commander or

Bureau Commander. The acting Watch Commander or Bureau Commander shall make a notation of the bump in the respective schedule books and retain a copy of the written memo.

12.10 Employees who sign up for overtime outside their Division shall contact the acting Watch Commander or Bureau Commander within twenty-four (24) hours prior to the commencement of the overtime shift which they have signed up for to determine if they have been bumped.

12.11 All overtime which exceeds forty (40) hours shall be posted on the overtime board appropriate for the Division/Bureau. The overtime will be available to be filled based on the above defined process.

12.12 Once an employee has signed up to work an overtime shift, it is that employee's responsibility to ensure the shift is filled. Employees may only remove their name from a shift they have volunteered to work if they have found a replacement, or they receive prior approval from a ranking supervisor.

ARTICLE 13 - SPECIALTY ASSIGNMENT PAY

13.1 The City and Association recognize that special assignments out of the scope of the covered classifications of Police Officer, Senior Police Officer, and Police Sergeant will at times be required for the efficient operation of the department, and therefore these special assignments and their associated specialty assignment compensation are listed below. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571.

13.2 **FIELD TRAINING OFFICER PAY** - Employees who meet the Department established standards and are routinely and consistently assigned as a Field Training Officer (FTO) shall receive 12.5% of base salary while so assigned. Employees who take leave time off are not eligible for Field Training Officer Pay while off on leave. The parties agree, to the extent permitted by law, the compensation when routinely and consistently assigned is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

Employees who are not routinely and consistently assigned as a Field Training Officer (FTO) but are asked to fill in on a sporadic basis shall receive 12.5% of base salary for the shifts in which they are working as an FTO. The parties agree, to the extent permitted by law, the compensation for the temporary assignment is not special compensation and will not be reported as such.

13.3 **PATROL ASSIGNMENT PAY** - Employees routinely and consistently assigned to patrol shall receive two and one-half percent (2.5%) of base salary while so assigned. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

13.4 **MOTORCYCLE ASSIGNMENT PAY** - Employees routinely and consistently assigned to motorcycle duty shall receive five percent (5%) of base salary while on duty. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

Additionally, one motorcycle trainer shall receive five percent (5%) of base salary while in temporary assignment to perform routine safety checks. The parties agree, to the extent permitted by law, the compensation for the temporary assignment is not special compensation and will not be reported as such.

Each employee assigned to motorcycle duty shall maintain his or her motorcycle in an acceptable state as determined by Police Management and will be compensated three hours at time and a half at the top step base salary for the Senior Police Officer classification each pay period for the motorcycle maintenance. This pay is for the off-duty motorcycle maintenance. The parties agree, to the extent permitted by law, the compensation for the off-duty maintenance is not special compensation and will not be reported as such.

13.5 **CANINE ASSIGNMENT** - Employees routinely and consistently assigned as a Canine Officers shall receive 11.31% of base salary while on duty. The parties agree, to the extent permitted by law, this compensation is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1

The Canine Officers shall also receive pay at the rate of $15.00 per hour paid at time and one half (1.5) for seven hours per pay period for all off duty hours spent caring, grooming, feeding and otherwise maintaining their canine. The parties agree, to the extent permitted by law, the compensation for the off-duty maintenance is not special compensation and will not be reported as such.

The City and officers understand and agree that this additional compensation is intended to compensate canine officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their canine, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the officers assigned in the canine special assignment as addressed by Leever v. City of Carson City, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

13.6 **DETECTIVE / GANG UNIT / TRAFFIC INVESTIGATOR PAY** - Effective the pay period that includes the pay date of January 6, 2023, employees routinely and consistently assigned as either an Investigative Services Bureau or Special Investigations Unit Detective, Gang Unit Investigator or Traffic Investigator shall receive seven and one-half percent (7.5%) of base salary while so assigned. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

13.7 **POLICE LIAISON / ADMINISTRATION OFFICER PAY** - Effective the pay period that includes the pay date of January 6, 2023, employees routinely and consistently assigned in any of the following liaison between special groups or police administration special assignments shall receive seven and one-half percent (7.5%) of base salary while so assigned: 1) School Resources Unit; 2) Police Administration Training/Recruitment Unit; 3) South Coast Plaza Unit; 4) Community Policing Unit; and, 5) Police Administration Professional Standards Unit. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

13.8 **BILINGUAL PAY** - Employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary for the Senior Police Officer classification depending on level of proficiency. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

A. The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2 ½% Certification:

1. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of his/her work such as explanation of procedures, obtaining personal information, instructions to victims and onlookers, among others.

2. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life-or-death nature.

3. The applicant can be understood with some repetition by a sympathetic native speaker.

4. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.

5. Accuracy is required in the present tense and gender distinctions.

6. Core vocabulary of 300-600 words.

B. The 5% Certification requires:

1. Accuracy in present and past tenses.

2. Core vocabulary of 600-1200 words.

3. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.

4. Ability to interview the victim of a crime or accident or other situation involving a native speaker of Spanish and conduct simple interrogations and investigations which could be of a life-or-death nature.

5. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

13.9 **HAZARD PAY** - $100 per month hazard pay shall be applicable to each of two (2) officers who are routinely and consistently exposed to hazardous substances and undertake hazardous materials duty. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

13.10 The City will continue payment of the assignment of special pay as set forth in Articles 13.2 through 13.9 above in the event of an industrial injury in accordance with the City's Personnel Rules and Regulations.

ARTICLE 14 – RECRUITMENT AND RETENTION INCENTIVE PAY

14.1 **RECRUITMENT AND RETENTION INCENTIVE PAY** - Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty-five (25) years or more shall receive recruitment and retention incentive pay of twelve and one-half percent (12.5%) of employee's base salary.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty (20) years or more shall receive recruitment and retention incentive pay of ten percent (10%) of employee's base salary.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for fifteen (15) years or more shall receive recruitment and retention incentive pay of seven and one-half percent (7.5%) of employee's base salary.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for ten (10) years or more shall receive recruitment and retention incentive pay of five percent (5%) of employee's base salary.

Other civilian service will not count towards full-time sworn law enforcement service for this purpose.

The above recruitment and retention incentive pays are not cumulative. Once an employee becomes eligible for the next level of recruitment and retention incentive pay, they shall qualify for that level and no longer receive the prior level of pay (i.e., the maximum total incentive pay an employee can receive is a total of 12.5% for 25 or more years of sworn law enforcement service).

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 15 - VACATION LEAVE

15.1 **VACATIONS** - Vacation Leave is to enable employees to spend a reasonable amount of time away from their job and to return to work refreshed. Employees accrue vacation when in paid status. If an employee is absent without pay for an entire pay period, he/she will not accrue vacation for that pay period.

15.2 **ACCRUAL OF VACATION LEAVE**

A. Employees shall accrue vacation leave as follows ("Tier 1"):

1. Upon completion of one (1) year continuous full-time service but less than three (3) years of continuous full-time service an employee shall accrue ninety-two (92) hours per year that are accrued each pay period.

2. Upon completion of three (3) years of continuous full-time service, but less than five (5) years of continuous full-time service, an employee shall accrue one hundred sixteen (116) hours per year that are accrued each pay period.

3. Upon completion of five (5) years of continuous full-time service, but less than ten (10) years of continuous full-time service, an employee shall accrue one hundred forty (140) hours per year that are accrued each pay period.

4. Upon completion of ten (10) years of continuous full-time service, but less than fifteen (15) years of continuous full-time service, an employee shall accrue one hundred sixty-four (164) hours per year that are accrued each pay period.

5. Upon completion of fifteen (15) years of continuous full-time service but less than twenty (20) years of continuous full-time service, an employee shall accrue one hundred eighty-eight (188) hours per year that are accrued each pay period.

6. Upon completion of twenty (20) years or more of continuous full-time service, an employee shall accrue two hundred twelve (212) working hours per year that are accrued each pay period.

B. Vacation Accrual Implementation and Ceiling - The accrual of vacation hours is be capped at the following maximum levels based upon an employee's years of service as follows:

Tier 1

Years of Service	Annual Accrual	Maximum Accrual
1-2	92.0	184.0
3-4	116.0	232.0
5-9	140.0	280.0
10-14	164.0	320.0
15-19	188.0	320.0
20+	212.0	320.0

C. Scheduling of Vacation Leave - Employees must submit vacation requests in a timely manner to ensure that requests are granted. Vacation requests will be evaluated based on the Department's Operational needs taking into consideration the employee's specific requested time off.

D. Departmental Needs & Exception - When an employee submits a timely vacation leave request and the Supervisor and/or the Chief of Police must deny it due to the operational needs of the City and/or Department, an exception may be granted by the Chief of Police with a written explanation from the employee's supervisor and advance approval from the Chief Executive Officer. If such an exception is granted, the employee will be paid cash for any vacation time which would accrue in excess of the maximum amount allowed to be accrued. The payment will be processed for the pay period in question. There will be no approvals for vacation leave accrual beyond the maximum accrual level.

Should a scheduled Vacation Leave have to be cancelled by the Chief of Police due to the operational needs of the City/Department, and the cancellation would cause the employee to accrue above the maximum vacation accrual, an exception for a "Cash-Out" may be granted by the Chief of Police with a written explanation from the employee's supervisor

and advance approval from the Chief Executive Officer. If such an exception is granted, the employee will be paid cash for any vacation time which would accrue in excess of the maximum amount allowed to be accrued.

15.3 **VACATION LEAVE CASH OUT**

A. Vacation Leave Cash Out for 2019 and Thereafter – On or before the pay period which includes December 15 of each calendar year (which includes December 15, 2018), an employee may make an irrevocable election to cash out up to one hundred and twenty (120) hours of vacation leave which will be earned in the following calendar year at the employee's base rate of pay as follows:

An employee can cash out vacation during any quarter of the following year as long as on the date(s) chosen for cash out the employee has earned at least the amount of vacation he/she chooses to cash out. In other words, employees who made an irrevocable election to cash out vacation (up to a maximum of 120 hours for the year) shall choose to be paid out during one or more of the following payroll periods:

- Payroll period which includes April 1st
- Payroll period which includes July 1st
- Payroll period which includes October 1st
- Final Payroll period of the calendar year.

Employees will notify the Human Resources Division of which quarter(s) they wish their cash outs to be paid by the payroll deadlines as set by the Finance Department and Human Resources Division. Any remaining elected vacation hours that have not been previously paid out during the year will be paid out on the final payroll period of the calendar year.

15.4 **VACATION DONATION TO BANK -** Employees may voluntarily donate vacation hours to a vacation bank (which the City will maintain) but which is administered by the CMPA Board of Directors.

ARTICLE 16 - SICK LEAVE

16.1 **ACCRUAL OF SICK LEAVE** - Employees in the Association accrue 3.69 hours of sick leave per pay period up to a maximum of 192 hours in their SICK LEAVE BANK. Upon reaching the maximum level, the biweekly benefit of 3.69 sick leave hours may be cashed out at 100% of the employee's base rate of pay.

16.2 **PRIMARY AND SECONDARY SICK LEAVE BANKS** - Prior to the current MOU, employees were able to accrue sick leave banks entitled the primary and secondary sick leave banks. The sick leave in these banks can still be used as sick leave when employees are sick but no sick leave is accrued in these banks and the sick leave contained in the banks have no cash value. Effective on the first day of the pay period following City Council approval of this MOU, the sick leave in the primary bank shall be transferred to the secondary bank so that there is just one additional sick leave bank for employees who have accrued sick leave in either bank. It shall be called the Secondary Sick Leave Bank.

At the time of retirement from the City (defined as having applied for retirement benefits from CalPERS) an employee with sick leave in the Secondary Sick Leave Bank can convert that sick leave to service credit at the rate of 1 day = 0.004 years of service credit.

16.3 **LATERAL EMPLOYEES** - Lateral employees hired, on or after October 3, 2006, will be immediately credited with up to 80 hours in their Sick Leave Bank. Upon being hired by the City, and provided the lateral employees had sick leave accruals (that were not cashed out) at the time of leaving their former agency, the lateral employees will be credited with the corresponding sick leave accruals, up to a maximum of 80 hours. For example, if a lateral employee had 20 sick leave hours on the books at his/her former agency, he/she would be immediately credited with 20 hours at Costa Mesa.

ARTICLE 17 - BEREAVEMENT LEAVE

17.1 Whenever an employee is compelled to be absent from duty by reason of a death or critical illness where death appears imminent of grandparent, father, mother, brother, sister, (this includes step brothers and sisters) wife, husband, or child of employee, spouse, or domestic partner such employee shall, upon approval of their department director, be entitled to charge such absence as "bereavement leave" to a maximum of three (3) days of paid leave per occurrence. This leave may also be used in the case of a miscarriage by a female employee and/or employee whose spouse or registered domestic partner suffers a miscarriage. This would also apply in the case of a miscarriage by a surrogate. Any additional time that may be required must be approved by the Police Chief (and will be approved if required by law) and will be charged first to sick leave, then the employee can choose between vacation, compensatory time off or floating holiday leave. If all such leaves are exhausted it will be charged to unpaid leave if the employee does not have accrued sick leave, vacation compensatory time off or floating holiday leave. The City Manager or designee, upon written request, may grant bereavement leave to an employee for persons in other relationships to the employee than are listed above.

ARTICLE 18 - LONG TERM DISABILITY

18.1 An employee is eligible for Long Term Disability ("LTD") benefits after thirty (30) calendar days. Pursuant to the terms and conditions of the LTD Plan once eligible for LTD, an employee may exercise the option of using accumulated vacation, CTO, holiday hours and sick leave to supplement LTD payments up to an amount not to exceed 100% of monthly salary.

ARTICLE 19 - LAYOFF PROCEDURES

19.1 Because of material change in duties or organization of the Costa Mesa Police Department, or shortage of work or funds, positions represented by the Association and covered by this MOU may be subject to lay off. Thirty (30) calendar days before the effective date of a layoff, the Chief of Police shall notify the Assistant City Manager and employee subject to layoff of the layoff decision. The City's Personnel Rules and Regulations provide the policies and procedures related to the layoff of City employees.

ARTICLE 20 - DISCIPLINE

20.1 **DISCIPLINE GENERALLY -** Represented employees are sworn employees who are covered by Public Safety Officers' Procedural Bill of Rights Act. The provisions provided in this article are intended to comply with that law. Employees may be subject to discipline if they engage in misconduct or if they have any of the performance deficiencies which are set forth below in Article 20.5 which have not been addressed through performance management. Generally, performance based discipline will not occur

unless and until the employee has been given opportunities for improvement which have not been successful. Misconduct based discipline will generally use a progressive discipline approach (i.e., using discipline to modify behavior which gets progressively more severe if there is a continuation of the misconduct). However, depending on the severity of the particular misconduct, an employee could be subject to any of the various types of discipline from a warning to dismissal.

20.2 **TYPES OF DISCIPLINE** - Represented employees are subject to the types of discipline set forth below. The Chief of Police or his/her designee shall inform an employee of any proposed discipline in writing and allow the employee a reasonable opportunity to respond to the proposed discipline before being imposed.

All proposed discipline will set forth the alleged facts upon which the discipline is based, the specific expectations of change or improvement to be demonstrated by the employee, and notice that additional discipline could be imposed against the employee in the event a change in the employee's conduct or performance does not occur.

Any written documentation regarding discipline which is imposed on the employee will be entered into the employee's personnel file. An employee may be placed on administrative leave with pay pending pre-disciplinary procedures.

The following are the applicable types of discipline:

A. Written Warning

B. Written Reprimand

C. Suspension: Unless extended by approval of the City Manager or Assistant City Manager on written recommendation of the Chief of Police, the maximum period of suspension is thirty (30) calendar days.

D. Demotion: A demotion is defined a reduction in the employee's rank.

E. Reduction in Pay

F. Dismissal

20.3 **NOTICE OF PROPOSED DISCIPLINE** - Employees subject to proposed discipline will be provided with pre-deprivation procedural due process. The Notice of Proposed Discipline will set forth the alleged facts upon which the proposed discipline is based, and the employee will be provided with all documents upon which the City relied in issuing the Notice. The employee will also be notified that he or she has the right to respond to the discipline either orally or in writing and the employee has the right to be represented during any meetings (by a representative of his/her choice per Government Code section 3303(i)) at which the proposed discipline will be discussed with the employee. However, the right to respond is up the employee. The employee has the right not to respond if he/she chooses. However, if that occurs, if the Chief of Police or his/her designee imposes the proposed discipline it will be without the employee's input or response.

An employee's opportunity to respond to the proposed discipline is not intended to be an evidentiary hearing. It is a meeting to give the employee an opportunity to respond to the proposed discipline. If, as a result of the meeting, the Chief of Police or his/her designee determines that the information provided by

the employee raises doubts as to the accuracy of the information leading to the proposed discipline further investigation may be initiated to determine if the proposed discipline is warranted.

The Chief of Police will evaluate the proposed discipline in light of the employee's response, if any. Within five (5) working days of the employee's response, or other deadline for response established by the parties, the decision of the Chief of Police or designee will be transmitted in writing to the employee.

20.4 **APPEAL PROCEDURES** - Employees have the right to appeal discipline which qualifies as "punitive action" under the Public Safety Officers' Procedural Bill of Rights Act ("Act"). The Parties agree to the following appeal procedures:

A. Appeal Process for Reductions in Pay, Demotion, Suspension in Excess of 20 Hours or Dismissal

An employee desiring to appeal the Chief of Police's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be communicated to the Assistant City Manager within the 10-day period.

If, within the 10-day appeal period, the employee involved does not file an appeal, unless good cause for the failure is shown, the action of the Chief of Police shall be considered conclusive and shall take effect as prescribed. If, within the 10-day appeal period, the employee files such notice of appeal an advisory arbitration appeal hearing shall be established as follows:

1. A list of registered arbitrators will be certified by the parties. CMPMA and the City shall each submit the names of five (5) arbitrators to complete a listing of ten (10) arbitrators. The arbitrators shall be registered with the American Arbitration Association, California State Mediation and Conciliation Service or some other agreed upon recognized reputable source. Within seven (7) calendar days of the employee's request for an arbitration appeals hearing, each party may strike three or less names from the established list. If the employee or the Association fails to strike within thirty (30) calendar days, the employee is considered to have abandoned the appeal. If a mutual agreement cannot be reached between the parties as to the selection of an arbitrator from the remaining names, the matter will be heard by the listed arbitrator who is first available to hear the matter within the time frames of the process. The party to have the first opportunity to strike a name from the list of ten arbitrators shall be determined by a coin toss.

2. The selected arbitrator shall serve as the hearing officer.

3. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 90 calendar days, from the date of the filing of the appeal with the Assistant City Manager. The parties may however stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing and the identity of the hearing officer to whom the matter has been assigned.

4. All hearings shall be private; however, the employee may request to open the hearing to the public.

5. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party to the Hearing Officer, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

6. The hearing need not be conducted in accordance with technical rules relating to evidence, civil procedure and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

7. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined by an opposing party, as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that it is not necessary.

8. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   a. The party imposing discipline shall be permitted to make an opening statement;

   b. The appealing employee shall then be permitted to make an opening statement;

   c. The City shall produce the evidence on its part; the City bears the burden of proof and burden of producing evidence;

   d. The employee appealing the disciplinary action may then open his/her defense and offer his/her evidence in support thereof. The employee bears the burden of producing evidence for any affirmative defenses asserted;

   e. The parties may then, in order, respectively offer rebutting evidence, unless the hearing officer for good reason permits them to offer evidence upon their original case;

f. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

9. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on a preponderance of evidence presented. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her opinion as soon after the conclusion of the hearing as possible and in no event later than 30 days after conclusion of the hearing, absent a stipulation from the parties that a longer period of time is warranted. His/her decision shall set forth which charges, if any, are sustained and the reasons therefor. The opinion shall set forth findings of fact and conclusions.

10. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the Chief of Police.

11. The hearing officer's opinion and recommendation shall be filed with the City Manager or designee, with a copy sent to the appealing employee, and the Assistant City Manager and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

12. The City Manager or designee shall then review the hearing officer's opinion and recommendation and render a decision on the appeal within thirty (30) days of the filing of the opinion and recommendation. The decision of the City Manager or designee shall be final and conclusive. Copies of the City Manager's or designee's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager or designee. A copy of said decision shall also be served upon the parties and the employee.

13. Each party shall bear the cost of its own witness and attorney fees. The costs of the hearing and the court reporter shall be shared by the parties. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process may not apply to mutual settlements by the parties which result in an arbitration fee.

14. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager or designee, the time of such discipline shall relate back to the date the employee was disciplined or after delivery of the City Manager's or designee's decision if discipline was stayed pending the arbitration hearing. If the City Manager's or designee's decision results in a reduction or elimination of a

loss of pay which was previously recommended by the Chief of Police, the pay loss shall be restored to the employee**.**

15. The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this section, including the appeal of the City Manager's or designee's final determination into the California court system, which must be made in accordance with the time standards and procedures established by Section1094.6 of California's Code of Civil Procedure.

B. Appeal Process for Lower Level Discipline

The following appeal process is established pursuant to Government Code § 3304.5.

A permanent employee shall have the right to appeal suspensions of 20 hours or less, written warnings, or written reprimands in the following manner:

1. The Police Chief shall cause to be served on the employee a statement signed by the Police Chief of the specific action against the employee. This statement shall inform the employee that he/she has the right, within five (5) working days after receipt of this notice, to request an informal hearing on the action by filing the request with the Assistant City Manager.

2. If within the five (5) day appeal period the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed.

3. If within the five (5) day appeal period the employee involved files a written notice of appeal with the Assistant City Manager a time for an appeal hearing before the City Manager or designee shall be established. The date for a hearing shall not be less than ten (10) days, nor more than thirty (30) days, from the date of the filing of the appeal, unless the parties stipulate to a different date. The employee shall be notified in writing of the date, time, and place of the hearing at least seven (7) calendar days prior to the hearing.

4. The City Manager or designee shall conduct an informal hearing on the appeal. Each party shall have the opportunity to present all relevant information in support of its respective position. These proceedings may be electronically recorded and either party shall have the right to cause them to be reported by a certified shorthand reporter at the party's expense.

    a. If the action involves charges of misconduct, (i.e., allegations that the employee has violated one or more laws, regulations, procedures, or rules), the City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

5. Within ten (10) days after the conclusion of the hearing, the City Manager or designee shall deliver to the employee a final written decision, and, which shall either: (a) affirm the decision; (b) modify it by: (1) holding that certain charges were not established by a preponderance of the evidence, and/or (2) reducing the penalty, or (3) overturn the decision in its entirety. The decision shall be final and

binding on the parties and the employee, subject to their right to seek judicial review pursuant to 1094.5 and 1094.6 of the California Code of Civil Procedure.

20.5 **BASIS FOR DISCIPLINARY ACTION** - The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance record. Disciplinary action shall be based upon any of the following grounds:

A. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.

B. Incompetence such as failure to comply with the minimum standards for an employee's position for a significant period of time.

C. Neglect of duty, such as failure to perform the duties required of an employee's position.

D. Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.

E. Dishonesty involving or affecting employment.

F. Being under the influence of alcohol or intoxicating drugs while on duty without a prescription. Unauthorized use of alcohol or any intoxicating drugs while on duty, or bringing alcohol or controlled substances onto any City work area, including work areas which are located away from the City Hall or Police Headquarters if the employee is on duty, without authorization from management.

G. Abuse of alcoholic beverages, narcotics or any habit forming drug, in violation of the City's drug testing policy.

H. Inexcusable absence without leave.

I. Conviction of a felony or conviction of a misdemeanor. A plea or verdict of guilty, or a conviction following a plea of nolo contenders, to a charge of a felony or misdemeanor is deemed to be a conviction within the meaning of this section.

J. Discourteous treatment of the public.

K. Improper or unauthorized use of City property.

L. Violation of the rules and regulations of the Police Department.

M. Any act or conduct undertaken which is of such a nature that it causes discredit to fall upon the City, the employee's department or division, whether during or outside of duty hours.

N. Failure to maintain proper conduct during working hours causing discredit to the employee's department or division.

O. Fighting, threats of bodily harm or causing an assault on a fellow worker without justification.

P. Misuse of City records or information obtained for use outside the scope of their employment.

Q. Falsification of City records, including the intentional omission of relevant or required information.

R. Willful destruction of City property

S. Abuse of sick leave.

T. Knowingly failing to follow the procedures governing grievances when pursuing a grievance.

U. Inattention to duty, tardiness, carelessness or negligence in the care and handling of City property, private property in their care or Departmental business.

V. The employee's failure to resolve a physical or mental infirmity(s) or defect(s), when it is within the capacity of the employee to do so and when so directed by his/her supervisor.

W. Outside employment, which conflicts with the employee's position or the mission of the Department, and is not specifically authorized by the Chief of Police.

X. Acceptance from any source of a reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties. This does not include items of recognition, such as commendation, certificates and other such incidents of office which may be presented to officers in recognition of superior performance or a job well done, so long as the presentation does not include any sort of payment or compensation for the performance of the officer's duty.

Y. Falsification of any City report or record, or of any report or record required to be, or, filed by the employee or which the employee causes to be filed.

Z. Violation of any of the provisions of the City Code, ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the City Council, Chief Executive Officer, department manager or supervisor.

AA. Engaging in political activities precluded by State or Federal law.

BB. Other acts which are incompatible with service to the public.

CC. Violation of the City’s harassment policy.

ARTICLE 21 - GRIEVANCE PROCEDURES

21.1 **DEFINITION** - A "grievance" is a formal, written allegation by an employee or the Association (referred to as "grievant") that there has been a violation, misinterpretation or misapplication of this Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. The grievance procedure is the sole and exclusive method to resolve any grievance as defined herein.

21.2 **PROCEDURE**

A. Informal Resolution: Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without any discrimination against employees who may seek to resolve a grievance by invoking this procedure. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant (either an employee or the Association) knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal meeting with the grievant's immediate supervisor. The supervisor shall respond with a decision within ten (10) calendar days after meeting with grievant.

B. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his/her supervisor, may request and be granted an interview with the division manager, if one exists, in order to further discuss the grievance. The division manager shall respond with a decision within ten (10) calendar days after meeting with grievant.

C. If the grievant and the division head cannot reach a solution to the grievance, the grievant may, within seven (7) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the Chief of Police within seven (7) calendar days of the grievant's request to discuss the grievance to try and reach a resolution which is satisfactory to the grievant. The Chief of Police shall meet with the employee within seven (7) calendar days unless the date is mutually extended between the Chief and the grievant. If the grievant and Chief of Police cannot satisfactorily resolve the grievance, the Chief of Police will issue a written decision regarding the grievance within fifteen (15) calendar days after meeting with the grievant.

D. The grievant may, within ten (10) calendar days from the date of the decision by the Chief of Police, submit a written request with the Human Resources Department requesting advisory arbitration.

E. A list of registered arbitrators will be certified by the Parties. CMPA and the City shall each submit the names of five (5) arbitrators to complete a listing of ten (10) arbitrators. The arbitrators shall be registered with the American Arbitration Association, California State Mediation and Conciliation Service or some other agreed upon recognized reputable source. Within seven (7) calendar days of the employee's request for an arbitration appeals hearing, each party may strike up to three names from the established list. If the employee or CMPA fails to strike within thirty (30) calendar days, the employee is considered to have abandoned the appeal. If a mutual agreement cannot be reached between the parties as to the selection of an arbitrator from the remaining names, the matter will be heard by the listed arbitrator who is first available to hear the matter within the time frames of the

process. The party to have the first opportunity to strike a name from the list of ten arbitrators shall be determined by a coin toss.

F. The selected arbitrator shall serve as the hearing officer.

G. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 90 calendar days, from the date of the filing of the appeal with the Assistant City Manager. The parties may however stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing and the identity of the hearing officer to whom the matter has been assigned.

H. All hearings shall be private; however, the employee may request that the hearing be open to the public.

I. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party to the Hearing Officer, not less than seven (7) calendar days prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

J. The hearing need not be conducted in accordance with technical rules relating to evidence, civil procedure and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

K. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

L. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The grievant shall be permitted to make an opening statement;

2. The City's representative shall then be permitted to make an opening statement;

3. The grievant shall produce the evidence on his/her part; the employee bears the burden of proof and burden of producing evidence;

4. The City's representative may then open his/her defense and offer his/her evidence in support thereof;

5. The parties may then, in order, respectively offer rebutting evidence, unless the hearing officer for good reason, permits them to offer evidence upon their original case;

6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

M. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on a preponderance of evidence presented. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her opinion as soon after the conclusion of the hearing as possible and in no event later than 30 days after the conclusion of the hearing, absent a stipulation from the parties that a longer period of time is warranted. His/her advisory decision shall set forth why the grievance should or should not be sustained based on the evidence presented.

N. The City Manager or designee shall then review the hearing officer's advisory opinion and recommendation and render a decision on the appeal within thirty days of the filing of said opinion and recommendation. The decision of the City Manager or designee shall be final and conclusive subject to judicial review pursuant to California Code of Civil Procedure Section 1094.5. Copies of the City Manager's or designee's decision, including the hearing officer's recommendation(s) and a copy of said decision shall also be served upon the parties and the employee by first class mail.

O. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer if the officer is not an employee of the City. These fees also include the fee of the court reporter and the costs of preparing the transcripts of the hearing. Each party shall bear the cost of its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

P. If the time limits for processing the employee's grievance at any step defined above should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager or designee fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

Q. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Chief of Police in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.

R. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and CMPA.

S. The settlement terms of a grievance which is processed by the Association shall not conflict with the express provisions of this MOU.

T. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

ARTICLE 22 - SENIOR POLICE OFFICER CLASSIFICATION

22.1 Senior Police Officers will retain the classification of Senior Police Officer until promotion, demotion or retirement. It is the intent of the parties that the classification of Senior Police Officer will be phased out and the parties agree that no promotions will be made into this classification.

ARTICLE 23 - HOLIDAY PAY

23.1 The following Holiday Pay provisions are effective May 1, 2023.

23.2 **DESIGNATED HOLIDAYS** - The following are the City designated holidays for employees covered by this agreement:

New Year's Day January 1st	Juneteenth June 19th	Thanksgiving Day 4th Thursday in November
Martin Luther King, Jr. 3rd Monday in January	Independence Day July 4th	Day after Thanksgiving 4th Friday in November
President's Day 3rd Monday in February	Labor Day 1st Monday in September	Christmas Day December 25th
Memorial Day Last Monday in May	Veteran's Day November 11th	

23.3 In the event any of the above holidays fall on Saturday, the preceding Friday will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed. All employees covered by this agreement work in positions that require scheduled staffing without regard to holidays.

23.4 Prior to the beginning of each calendar year, employees must irrevocably elect for the next year to either receive holiday leave (in which case they will receive 11.818 hours for each holiday for a total of 130

hours of holiday leave which they can use either on the actual holiday or work on the holiday and use at another time) or cash out for the holidays (in which case they will receive 9.454 hours for each holiday for a total 104 hours of holiday pay.

23.5 Employees who irrevocably elect (prior to the end of the calendar year for the following calendar year) the cash out option will receive a holiday pay bank of 96 hours beginning the first pay period for the new payroll year. This holiday pay bank may be cashed out at any time during the year. At the end of the payroll year any remaining holiday pay will be cashed out. Throughout the payroll year, if an employee, who has selected holiday pay, decides to take a holiday off, he/she must use either vacation or comp time, to cover the leave since he/she received holiday pay. Holiday pay cannot be converted into leave or compensatory time off. For employees defined as "Classic Members", the parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571. For employees defined as "New Members", the parties agree, to the extent permitted by law, the compensation in this section is not special compensation and will not be reported as such.

23.6 Employees who irrevocably elect (prior to the end of the calendar year for the following calendar year) to earn holiday leave rather than holiday pay will receive a bank of 120 hours. The hours will be available the first pay period of the new payroll year. Employees will have holiday leave available to use during the year, including (assuming if the employee requests and is approved for taking a holiday off, an actual holiday). However, employees must make a request to use holiday leave at least four (4) working days prior to the requested time off. Approval of the time off request will be based upon available staffing needs and the needs of the employee. At the end of the payroll calendar year, any remaining holiday hours will be cashed out on the last payroll of the payroll calendar year.

23.7 If an employee separates from the service of the City and has used or been paid for holiday pay in advance of the date(s) or day(s) the holidays actually occurred, the City will deduct the cash value for holiday benefits already paid, but unearned at the time of separation from employee's the final paycheck.

23.8 Employees are only eligible for holiday pay for the designated holidays that occur during the term of their employment (e.g., an employee hired on January 10, will not be eligible for holiday pay for New Years Day for the calendar year of their hire, but would be eligible for Martin Luther King Day and any further designated holidays which fall during their employment).

23.9 **ADDITIONAL HOLIDAY -** If the City provides an additional holiday to any other employee group during the term of this contract, the City will also provide that additional holiday to employees covered by this agreement.

ARTICLE 24 - UNIFORM MAINTENANCE ALLOWANCE

24.1 The City provides uniforms or uniform allowance for employees represented by the Association. The City will continue to replace, repair and maintain uniforms worn in the line of duty. The average cost of the uniforms/uniform allowances are reported as $17 per pay period. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571

24.2 Officers not currently assigned to the Operation Division will have a complete uniform for duty wear. The officers may replace worn equipment or uniforms in the same manner as officers assigned to the Operation Division in addition to the $500.00 annual clothing allowance currently paid to employees

working plain clothes assignments. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571

ARTICLE 25 - SENIORITY

25.1 Seniority is determined by length of continuous and uninterrupted service in each employee's respective classification. For seniority calculations for layoffs, time in recruit status is also considered as part of the employee's total service. Seniority is used for shift selection and selection of vacation. Seniority for purposes of layoff is addressed in the Personnel Rules and Regulations.

ARTICLE 26 - WORK SCHEDULES

26.1 The Chief of Police with the approval of the City Manager shall have the ability to implement alternate regular work schedules, provided that the Chief of Police and the CMPA mutually agree upon such schedule. If no agreement can be made between CMPA and the Chief, then the existing four-day work week, ten-hour day (4-10) remains in effect. Seniority will determine the order in which employees select their yearly work schedules.

ARTICLE 27 - SCHEDULING

27.1 The annual selection of schedules and shifts/watch (watch is synonymous with shift) for Patrol and Traffic personnel shall begin upon the completion of the rotation selection and shall conclude as soon as practical, preceding the January starting date of the new shifts. All classifications represented by this MOU will make a selection as soon as practical, but in no case to exceed 24 hours after a request by the supervisor(s) overseeing the process. If a published schedule requires modification during the initial selection process, then the entire selection process will be repeated. Both parties acknowledge the provisions identified in this article are not all inclusive and Management retains the right to establish any other rules for the selection of work schedules not identified within this MOU.

27.2 Seniority rights in each job classification determine the order of annual shift, schedule and vacation selection. Employees who elect to make an approved shift or schedule trade with another employee assume the seniority of the employee with whom they traded, for shift purposes only, for the length of the trade.

27.3 Priority for vacation selection is based upon the employee's seniority on the watch (i.e., AM/Days/PM/Relief) in which the vacation will occur. Management retains the right to determine the number of personnel that may be allowed on vacation on any particular shift or assignment.

27.4 Any new work schedule(s) or shift introduced into an existing schedule during the year, will be available for selection by those working in that same assignment in order of seniority. A "new" work schedule or shift as defined in this section shall not include "short shift" positions that exist within an existing schedule that may have not been filled initially, but became available during the calendar year due to increased staffing. Assignments are defined as the Bureau, Detail, or Patrol Area in which the new work schedule was introduced. Any subsequent vacancies that occur due to this selection process will also be made available in order of seniority within the same assignment in which the vacancy occurs. Management retains the right to assign the least senior employee to any shift left vacant by the selection process.

27.5 If a mid-shift vacancy occurs within an existing work schedule, management retains the right to assign personnel as needed. A "short shift" position that existed within an existing schedule that was not filled initially, but became available during the calendar year due to increased staffing is considered a mid-shift vacancy. At the next scheduled rotation any such vacancy, which remains available for selection will be made available to personnel in the same Patrol Area (if the vacancy is in Patrol) and on the same shift (i.e., AM/Day/PM/Relief) for all uniform personnel.

27.6 In the case of a mid-shift vacancy due to a promotion, the following rules will apply:

- Patrol Sergeant: The vacated work schedule (and any subsequent vacancies created by this process) will be available for selection by any other sergeant on that shift (i.e., AM/Day/PM) in order of seniority.

27.7 Management retains the right to assign the least senior Sergeant to any work schedule left vacant by the above selection process. Refer to Police Department Policy Manual Section 1988 for mid-year vacancies involving a one for one planned rotation exchange.

27.8 Management retains the right to determine what work schedules will be made available for selection based upon available staffing levels. Management also retains the right to assign personnel, in recognition of their respective seniority, to vacant work schedules as necessary to fill staffing needs.

27.9 No employee will be forced to work the A.M. shift for a full calendar year. If the selection process creates this situation, then management retains the right to adjust schedule selections as necessary based upon seniority.

27.10 All personnel in the represented classifications are subject to overtime draft as needed.

27.11 Employees who work the PM and AM shifts which overlap during a scheduled shift change, will be compensated for each full shift as scheduled, (at straight time). If an employee is approved to take time-off on either or both of these shifts, they shall use the same numbers of leave hours as they would have been compensated for. An employee may use Z-Time to account for the time taken off during the overlapping hours.

27.12 Employees whose work shift is affected by the change of Day Light Savings Time or Standard Time changes or shift changes, will be compensated for the full shift as scheduled. If hours worked are in excess of the scheduled shift, they will be compensated for actual hours worked.

ARTICLE 28 - PROHIBITION OF TOBACCO

28.1 The on-duty use of tobacco in any form (cigarettes, cigars, e-cigarettes ["vaping"] and related tobacco products and technologies) is prohibited for all represented employees in the bargaining unit. This provision applies to employees hired after the approval of the MOU dated September 1, 2004.

ARTICLE 29 - RETURN TO WORK POLICY

29.1 **PHYSICIAN RELEASE** - The City has implemented through an Administrative Regulation a "Return to Work Policy" for employees who are released by their physician(s) to return to work for full duty in the manner set forth in Appendix A.

REPRESENTATIVES OF THE
COSTA MESA POLICE ASSOCIATION

VIJAY CHAWLA
CMPA President

JAMES BROWN
CMPA Negotiations Team Member

JESSE CHARTIER
CMPA Negotiations Team Member

GUYON FOXWELL
CMPA Negotiations Team Member

JONATHAN TRIPP
CMPA Negotiations Team Member

REPRESENTATIVES OF THE
CITY OF COSTA MESA

CECILIA GALLARDO DALY
Interim City Manager

ALMA L. REYES
Acting Assistant City Manager

CAROL MOLINA
Finance Director

KASAMA LEE
Human Resources Manager

CATHLEEN SERRANO
Acting Senior Budget Analyst

TEMPORARY LIMITED/MODIFIED DUTY

I. Purpose

The purpose of this Administrative Regulation is to establish a uniform procedure for utilizing employees who have been released to return to work with temporary work limitations or restrictions by a licensed physician due to occupational or non-occupational injuries or illnesses; to promote effective use of valuable employee resources to maintain departmental productivity at the highest levels possible and to reduce the cost of employee absences.

II. Policy

Departments are encouraged to provide suitable temporary modified duty assignments in accordance with a doctor's work release instructions, whenever meaningful and/or needed work can be performed by the recuperating employee.

III. Procedures

A. An employee, who is off work on personal leave, or industrial accident leave, is to notify his/her department immediately when any type of limited/modified duty work release has been obtained from his/her doctor. A sample "Medical/Return to Work Release" form is attached and may be considered for use by departments. Fire Department employees will use the form only to verify that the job description was reviewed by the treating physician.

B. The department should evaluate the nature of the work limitations or restrictions imposed, review the work needs of the department, and identify a suitable assignment. The temporary assignment may be in the same, equal, or lower job classification. Risk Management should be consulted on all cases involving work-related injuries or illnesses before instituting the modified duty assignment.

C. In cases of industrial accident leave, if the employee's own department does not have suitable modified duty to offer, Risk Management may arrange for a temporary alternate assignment to be provided within another City department. Sworn Police Officers will not be placed in a temporary alternate assignment outside of the Police Department.

D. A temporary limited/modified duty assignment should not be altered, nor an employee returned to full and unrestricted duty, without the appropriate written medical clearance to do so.

E. Employees off work on industrial accident leave who fail to notify their departments when given any type of a work release, may be subject to disciplinary action.

IV. Effective Date

The effective date of this revised Administrative Regulation is September 3, 1971, and subsequently revised on July 30, 2000.

STEVEN E. HAYMAN
ADMINISTRATIVE SERVICES DIRECTOR

ALLAN L. ROEDER
CITY MANAGER

ATTACHMENT 2

MEMORANDUM OF UNDERSTANDING



2025
2026

Between The Representatives of
The Costa Mesa Police Management Association
And the City of Costa Mesa

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ARTICLE 1 - RECOGNITION/PREAMBLE

1.1 By resolution of the City Council of the City of Costa Mesa, and pursuant to the provisions of the Meyers-Milias-Brown Act, California Government Code Section 3500, et seq., the City of Costa Mesa (hereinafter referred to as "City") recognizes the Costa Mesa Police Management Association (hereinafter referred to as "Association" or "CMPMA") as the exclusive representative and the agent for collective bargaining purposes of sworn Police Captains and Police Lieutenants employed in the Costa Mesa Police Department.

1.2 This Memorandum of Understanding ("MOU") has been prepared by representatives of the City and representatives of the Association who have met and conferred in good faith, examining a number of proposals and counter proposals concerning wages, hours of employment, working conditions, fringe benefits and other terms and conditions of employment for the sworn officers of the Costa Mesa Police Department as defined herein. The Parties to this MOU are the City and the Association, which are jointly recognized and referred to herein below as the "Parties."

1.3 It is the mutual understanding of the City and the Association that this MOU shall be submitted to the Costa Mesa City Council upon the joint recommendations of the Parties that this MOU be adopted. The City Council will take such action as may be needed to implement this MOU.

1.4 The City and the Association hereby acknowledge that the terms of this MOU may not cover all terms of employment relating to wages, hours and conditions of employment at the City of Costa Mesa. These parties further acknowledge that any term or condition of employment which is not expressly covered herein, but is expressly covered by existing ordinances, resolutions, policies and regulations of the City, including the Personnel Rules and Regulations presently in effect, shall be controlled by the existing provisions of said ordinances, resolutions, policies, and regulations to the extent that said policies and regulations do not change, abrogate, modify or amend any express term of this MOU. All other terms and conditions of employment in effect at the time of execution of this MOU shall remain status quo during the term hereof, unless such a term or condition is excepted from collective bargaining and the scope of representation as set forth in California Government Code 3504 or constitutes an emergency matter as set forth in California Government Code 3504.5.

1.5 If any portion of this MOU is found to be unlawful, in conflict or inconsistent with existing laws, regulations, or ordinances; or determined to be invalid or unenforceable by an administrative or judicial tribunal with competent jurisdiction, such portion or part of this MOU shall be superseded and not enforced. The remainder of this MOU shall continue in full force and effect, and shall be enforced through the term of the agreement pursuant to Government Code Section 3500, et seq.

1.6 Continuous, uninterrupted and efficient service to the community by the City and its employees, and orderly employer-employee relations are essential considerations of this MOU. Accordingly, the Association agrees, on behalf of itself and its members, individually and collectively, that there shall not be any strikes, non-informational picketing, boycotting, work stoppages, slow-down strikes, or any other concerted job action or refusal to render services, including overtime or any other curtailment or restriction of work and service at any time during the term of this MOU.

1.7 The Association recognizes its duty and obligation to comply with the provisions of Section 1.6 of this MOU and shall make every reasonable effort to assure that all employees covered by this MOU similarly do so. In the event of any concerted activity by employees in contravention to the provisions or intent of Section 1.6, the Association hereby agrees to direct its members to cease any such actions or

activities forthwith. No employee covered by this MOU shall be entitled to any benefits or wages whatsoever while engaged in any activities or actions prohibited by Section 1.6 of the MOU.

1.8 During the term of this MOU, the parties agree either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

ARTICLE 2 - TERM OF AGREEMENT

2.1 The term of this MOU will commence on July 1, 2025, and expire in the pay period which includes June 30, 2026.

ARTICLE 3 - BASIC SALARIES AND WAGES

3.1 **BASE SALARY** - Employees covered by this MOU shall be compensated at the established monthly base salary rates under the Basic Pay Schedule for covered employees.

Effective the pay period that includes July 1, 2025, four percent (4.0%) increase for all classifications subject to this MOU.

ARTICLE 4 - HEALTH INSURANCE

4.1 **IRS SECTION 125 BENEFIT PLAN** - The City shall provide the amount listed below toward the payment of premiums under an IRS Section 125 Benefit Plan. The City may also offer other pre-tax benefits.

4.2 **PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT** - The City contracts with the California Public Employees' Retirement System ("CalPERS") for medical insurance pursuant to the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The City will contribute the annual CalPERS statutory minimum on behalf of each participant in the program, which is included in the amount of the City's contribution to the flexible benefit account (i.e., the Section 125 Benefit Plan) described below. Eligible employees may select any of the medical insurance plans offered by CalPERS.

4.3 **MANDATORY BENEFITS** - Employees must use a portion of the City contribution to pay for life insurance and long term disability. Employees also must enroll in medical insurance unless the employee meets the eligible opt out requirements to receive cash in lieu.

4.4 **QUALIFICATION FOR FLEX CONTRIBUTION** - Employees must receive compensation for the entire pay period to receive the flexible benefit contribution amount. Use of accrued leave qualifies as compensation for this purpose. Employees will be ineligible for the flexible benefit contribution if the employee records absence without pay hours within the pay period except for the following reasons:

- If an employee exhausts his/her accrued leaves prior to the end of the pay period, he/she shall receive the flex contribution for that pay period.

- Disciplinary actions will not apply to this article/qualification i.e., suspensions without pay.

4.5 **CONTRIBUTION AMOUNT -** Effective the pay period that includes July 1, 2025, for those employees who enroll in City offered coverage, the City's contribution towards each employee's flexible benefit account is $2,419 per month. This amount is inclusive of the CalPERS statutory minimum amount for each month. An employee who selects benefits which cost less than the dollars contributed by the City (which also requires the employee to select life insurance and long term disability per Article 4.3) shall receive the remainder of the flexible benefit contribution in cash up to a maximum of one thousand and sixty dollars ($1,060.00) per month.

4.6 **WAIVER OF INSURANCE** - An employee may opt out of medical coverage offered by the City and receive cash in lieu only if the employee provides before the start of each plan year, an attestation that the employee and his or her tax family have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year. The City will not pay cash in lieu if the City knows or has reason to know that the employee or an individual in the employee's tax family does not have the required alternative coverage.

Any employee in the unit who meets the requirements to opt out of medical coverage can receive one thousand and sixty dollars ($1,060.00) per month. Those employees who meet the requirements and opt out of medical coverage will still receive an employer contribution to cover the mandatory life and disability insurance benefits.

ARTICLE 5 - RETIREMENT

5.1 **CALPERS** - The City contracts with CalPERS for retirement benefits.

A. Employees Who Are Not "New Members" as Defined by Government Code Section 7522.04(f) – i.e., "Classic Members"

1. Retirement Formula - The City contracts with CalPERS to provide the 3% at 50 retirement formula as set forth in California Government Code Section 21362.2 for all employees covered by this MOU hired before December 31, 2012, or lateral employees hired after that date who qualify as "classic members" under the Public Employees' Pension Reform Act of 2013 ("PEPRA").

2. Retirement Benefit Calculation Period - The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for these employees per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the twelve (12) consecutive months selected by the employee or not selected, the employee's last twelve (12) months of employment.

3. Payment of Employee/Member Contribution:

   a. Effective at the beginning of the pay period following City Council approval of this MOU, these employees will pay three percent (3.0%) compensation earnable towards their CalPERS member contribution. The City pays and reports six percent (6.0%) as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

   b. Effective at the beginning of the pay period which includes July 1, 2019, these employees will pay six percent (6.0%) compensation earnable towards their CalPERS member contribution. The City pays and reports three percent (3.0%)

as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

c. Effective at the beginning of the pay period which includes July 1, 2020, these employees will pay the full nine CalPERS member contribution of nine percent (9%) of compensation earnable towards their CalPERS member contribution. The City shall pay and report zero percent (0%) of compensation earnable as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

4. Cost Sharing:

a. Classic member employees subject to the 3%@50 formula pay an additional three and three quarters' percent (3.75%) compensation earnable as cost sharing into their employee account with CalPERS in accordance with Government Code section 20516(a). When this three and three quarters' percent (3.75%) is added to the employees' payment of nine percent (9%) towards their member contribution, employees shall pay twelve and three quarters' percent (12.75%) compensation earnable towards their pension.

B. For "New Member" Employees

1. Retirement Formula - Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7%@ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

2. Retirement Benefit Calculation Period - These employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution - New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future.

Effective the pay period that includes July 1, 2023, for new member employees subject to the 2.7%@57 formula, if one-half of the CalPERS' annual normal cost rate goes below 12.75% (and it is rounded by CalPERS to the nearest one-quarter of a percent), new member employees subject to the 2.7%@57 formula shall pay the difference between the one-half of the total normal cost rate and twelve and three-quarters percent (12.75%) of compensation earnable as cost sharing pursuant to Government Code section 20516(f).

Effective the pay period that includes July 1, 2023, for new member employees subject to the 2.7%@57 formula, if one-half of the CalPERS' annual normal cost rate exceeds 12.75% (and it is rounded by CalPERS to the nearest one-quarter of a percent), the City will contribute the amount above 12.75% to the deferred compensation account (per IRS Code section 457(b)) of each new member.

C. Adoption of the IRS Code section 414(h)(2) Resolution

The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

5.2 **CALPERS CONTRACT** - The City will continue to provide pension benefits to represented employees in accordance with the CalPERS contract in effect on the effective date of this MOU. The City's contract with CalPERS for employees covered by this MOU includes the following options:

- Section 20042 (One Year Final Compensation, only applies to classic member employees)
- Section 20516 (Employee Cost Share, only applies to classic member employees)
- Section 20965 (Credit for Unused Sick Leave)
- Sections 21624/ 21626 (Post-Retirement Survivor Allowance, only applies classic member employees)
- Section 21620 (Retired Death Benefit of $500)
- Section 21329 (COLA of 2%)
- Section 21362.2 (3% @ 50 Benefit Formula, only applies to classic member employees)
- Section 20903 (Two Years Additional Service – Golden Handshake)
- Section 21635 (Post-Retirement Survivor Allowance Continues After Remarriage)
- Section 21573 (Third Level of 1959 Survivor Benefits)
- Section 21551 (Death Benefit Continues After Remarriage)
- Section 20055 (Credit for Service Before CalPERS Contract)
- Section 20938 (Limited Prior Service Credit to Employees on Contract Date)
- Section 21536 (Local System Service Credit for Basic Death Benefit)
- Section 20481 (Transfer of Local System Assets to CalPERS)
- Section 21024 (Military Stats 76)
- Section 21023.5 (Peace Corps/AmeriCorps Service)
- Section 21027 (Military Retiree)
- IRC 414(h)(2) (Pre-tax payroll deduction plan for member contributions and service credit purchase)

ARTICLE 6 - RETIREE MEDICAL & 401(a) DEFERRED COMPENSATION PLAN

6.1 **RETIREE MEDICAL** - The Defined Contribution Retirement Health Savings Plan (Plan) went into effect on January 1, 2004, and payments made by the City were suspended in 2010. The purpose of the Plan was to establish a tax protected savings program for every full-time employee that:

- Provided a retiree medical benefit for employees who were hired after January 1, 2004, who will not be eligible for the health insurance contribution under the Council Policy 300-1.

- Provided a supplemental benefit to the City contribution under Council Policy 300-1 for employees hired before January 1, 2004.

The program requires mandatory participation by all full-time employees. Effective the pay period which includes January 1, 2021, employees will resume a 1% monthly employee contribution to the plan equal to 1% of their base salary. Effective the pay period which includes July 1, 2022, the City will match the 1% monthly contribution into the employees' accounts. The account assets that accumulate, plus investment earnings, will be used in retirement to pay health insurance premiums and other eligible out-of-pocket medical expenses such as deductibles, co-payments, vision care or dental care. Employee

contributions plus vested employer contributions are portable if an employee should leave employment with Costa Mesa prior to retirement.

For all employees in the unit, the City will pay the CalPERS statutory minimum for each member of the bargaining unit for retiree medical benefits.

6.2 **401(a) DEFERRED COMPENSATION PLAN FOR POLICE CAPTAINS** - The 401(a) deferred compensation plan provides Police Captains with a tax-deferred savings plan for future financial planning. The City provides a one half of one percent (0.5%) per pay period contribution for each Police Captain in the Association into the employee's account in the 401(a) plan.

ARTICLE 7 - BENEFIT REVIEW COMMITTEE

7.1 CMPMA shall maintain one representative on the City's Benefit Review Committee. The Committee continually evaluates the City's benefit programs and makes recommendations on plan changes, benefit levels, payroll deductions and the addition or deletion of plans.

ARTICLE 8 - DRUG AND ALCOHOL TESTING POLICY

8.1 The Costa Mesa Police Department Drug and Alcohol Testing Policy applies to employees represented by the Association. The Policy permits reasonable suspicion drug and alcohol testing. The Policy is incorporated into this MOU by reference.

ARTICLE 9 - CERTIFICATION/EDUCATIONAL PAY

9.1 **PAY FOR CERTIFICATIONS/COURSES ISSUED BY THE STATE OF CALIFORNIA COMMISSION ON POLICE OFFICER STANDARDS AND TRAINING ("POST")** - Effective the pay period that includes July 1, 2025, employees in the Association shall be eligible for additional pay as follows:

A. POST Certificate/Courses - Police Lieutenant

Employees at the rank of Police Lieutenant shall receive:

- Ten percent (10%) of base pay for receipt of a POST Advanced Certificate.
- Five (5%) of base pay for receipt of a POST Supervisory Certificate or for having completed the POST Management Course.

Employees must present the Certificate to the City to receive the pay. Police Captains are not eligible for this pay.

B. POST Certificate - Police Captain

Employees at the rank of Police Captain shall receive fifteen percent (15%) of base pay for receipt of a POST Management Certificate.

Employees must present the Certificate to the City to receive the pay. Police Lieutenants are not eligible for this pay.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Peace Officer Standard Training (POST) Certificate Pay.

ARTICLE 10 - TUITION REIMBURSEMENT & PROFESSIONAL DEVELOPMENT

10.1 **TUITION REIMBURSEMENT** - Tuition and/or textbook costs required to complete job-related educational courses which are taken by an employee, and which pertain directly to his or her City employment, may be reimbursed to the employee if reimbursement is recommended by the Chief of Police and approved by the Assistant City Manager. An employee requesting tuition reimbursement must obtain prior approval before enrollment per Administrative Regulation 2.1. The employee participating must achieve a passing grade of a "C" or better, Credit/No Credit or a Certificate of Completion and should see that the Human Resources Manager receives a copy, where appropriate, of the employee's grade(s) before any reimbursement is provided.

The City will reimburse up to a maximum of $1,250 per fiscal year for qualifying tuition, textbook costs, and/or class material costs. It is the intent of the parties that any units/degrees submitted are accredited by Western Association of Schools and Colleges (WASC, www.wascweb.org), Council for Higher Education Accreditation (CHEA, www.chea.org/directories), or pre-approved by the Police Chief and Assistant City Manager.

10.2 **PROFESSIONAL DEVELOPMENT** - The City agrees to reimburse Police Captains and Police Lieutenants up to $1,000 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development. The reimbursement options include: education fees that exceed the City's annual $1,250 tuition reimbursement limit.

10.3 **TECHNOLOGY ALLOWANCE** - Employees covered by this MOU shall be provided with a $75 monthly technology allowance.

ARTICLE 11 - EXECUTIVE LEAVE AND OVERTIME

11.1 Pursuant to Section 13(a)(1) of the Fair Labor Standards Act, it is mutually agreed that Police Lieutenants and Police Captains are exempt from both the minimum wage and overtime provisions of the Fair Labor Standards Act. Due to the additional hours (above their regularly scheduled 40 hours per week) that Police Lieutenants and Police Captains work, these employees will receive 80 hours of Executive Leave each calendar year. As permitted by California Labor Code section 227.3, any Executive Leave not used in the calendar year in which it is received will be lost. Executive Leave has no cash value and cannot be cashed out. The Executive Leave hours are subject to the same carry forward limitations and benefit provisions as detailed in Administrative Regulation 2.19.

The City Manager may temporarily approve overtime for Police Lieutenants when necessary due to Department needs related to staffing challenges, vacancies, and critical incidents. Overtime will be paid on a straight time basis.

ARTICLE 12 - AUTOMOBILE AVAILABILTY

12.1 The City agrees that there will be automobiles available for Police Captains and Police Lieutenants within the Police Department vehicle fleet. Use of the vehicles will comply with the City's Vehicle Use Policy (Administrative Regulation 5.5) attached to this MOU as Appendix A.

ARTICLE 13 - SPECIALTY ASSIGNMENT PAY

13.1 **SPECIALTY ASSIGNMENT PAY** - Employees routinely and consistently assigned to patrol/field operations, detectives, accident investigations, or Administration shall receive special assignment pay (2.5% of base salary). The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

13.2 **BILINGUAL PAY** – Employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary for Senior Police Officer classification depending on level or proficiency. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

A. The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:

1. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of his/her work such as explanation of procedures, obtaining personal information, instructions to victims and onlookers, among others.

2. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life-or-death nature.

3. The applicant can be understood with some repetition by a sympathetic native speaker.

4. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.

5. Accuracy is required in the present tense and gender distinctions.

6. Core vocabulary of 300-600 words.

B. The 5% Certification requires:

1. Accuracy in present and past tenses.

2. Core vocabulary of 600-1200 words.

3. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.

4. Ability to interview the victim of a crime or accident or other situation involving a native speaker and conduct simple interrogations and investigations which could be of a life-or-death nature.

5. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

The City will continue payment of bilingual pay in the event of an industrial injury in accordance with the City's Personnel Rules and Regulations.

ARTICLE 14 - RECRUITMENT AND RETENTION INCENTIVE PAY

14.1 **RECRUITMENT AND RETENTION INCENTIVE PAY -** Recruitment and Retention Incentive Pay is compensation to incentivize Police Department sworn employees to remain with the City of Costa Mesa.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty-five (25) years or more shall receive recruitment and retention incentive pay of twelve and one-half percent (12.5%) of employee's base salary.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for twenty (20) years or more shall receive recruitment and retention incentive pay of ten percent (10%) of employee's base salary.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for fifteen (15) years or more shall receive recruitment and retention incentive pay of seven and one-half percent (7.5%) of employee's base salary.

Effective the pay period that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) for ten (10) years or more shall receive recruitment and retention incentive pay of five percent (5%) of employee's base salary.

Other civilian service will not count towards full-time sworn law enforcement service for this purpose.

The above recruitment and retention incentive pays are not cumulative. Once an employee becomes eligible for the next level of recruitment and retention incentive pay, they shall qualify for that level and no longer receive the prior level of pay (i.e., the maximum total incentive pay an employee can receive is a total of 12.5% for 25 or more years of sworn law enforcement service).

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 15 - VACATION LEAVE

15.1 The purpose of annual vacation leave is to enable each eligible employee to spend a reasonable amount of time away from his or her job and to return to work refreshed. Any leave of absence without pay shall not accrue vacation leave for each full pay period of such absence.

15.2 Regular full-time employees in the classified services with an average workweek of forty (40) hours shall receive annual vacation with pay in accordance with the following provisions:

A. After continuous full-time service amounting to one (1) year or more, an employee shall have earned paid vacation at the rate of ninety-two (92) working hours per year.

B. Upon completion of three (3) years of continuous full-time service, but less than five (5) years of continuous full-time service, such employee shall earn one hundred sixteen (116) working hours per year.

C. Upon completion of five (5) years of continuous full-time service, but less than ten (10) years of continuous full-time service, such employee shall earn one hundred forty (140) working hours per year.

D. Upon completion of ten (10) years of continuous full-time service, but less than fifteen (15) years of continuous full-time service, such employee shall earn one hundred sixty-four (164) working hours per year.

E. Upon completion of fifteen (15) years of continuous full-time service but less than twenty (20) years of continuous full-time service, such employee shall earn one hundred eighty-eight (188) working hours per year.

F. Upon completion of twenty (20) years of continuous full-time service, such employee shall earn two hundred twelve (212) working hours per year (effective September 1, 2009).

G. Employees shall be allowed to accrue a maximum of 424 hours of Vacation time. If an employee's vacation hours reach this maximum, his/her accrual will be frozen until such time that his/her accrual drops below the maximum. There will be no payoff for vacation hours beyond the employee's current accrual maximum.

15.3 **ACCUMULATION OF VACATION LEAVE** - Accumulation of vacation leave in excess of that earned in a calendar year is allowable upon approval of the department director as authorized by the City Manager by means of an Administrative Regulation. The current provisions of Administrative Regulation 2.22 will remain in effect until September 1, 2009.

A. Vacation Accrual Ceiling - Effective with the pay period that begins on September 1, 2009, the accrual of vacation hours will be capped at the following maximum levels based upon an employee's years of service as follows:

Years of Service	Annual Accrual 40-Hour	Maximum Accrual 40-Hour
1-2	92.0	184.0
3-4	116.0	232.0
5-9	140.0	280.0
10-14	164.0	328.0
15-19	188.0	376.0
20+	212.0	424.0

Once the maximum accrual is reached, the employee will stop accruing additional Vacation Leave. Annual vacation accruals will re-commence in the next pay period following the use of vacation leave which reduces the balance below the maximum allowed. It is the responsibility of the employee to manage accrued vacation time off to not exceed the cap or maximum amount allowed per the chart above.

B. Scheduling of Vacation Leave - It is the employee's responsibility to request, schedule and use vacation time to avoid exceeding the maximums. However, in the event the maximum is reached, the City has the right to schedule the employee off in order to reduce the accrued hours to be within the cap.

Employees must submit vacation requests in a timely manner in accordance with the Department requirement and as appropriate for the employee's Departmental operational needs.

Departments which have 24 hours a day/7 days a week operations have established request procedures that require significant advance notice so all vacation requests may be coordinated as fairly as possible based upon the operational needs of the Department and or Division.

C. Departmental Needs & Exception - When an employee submits a timely vacation leave request and the Supervisor and/or the Chief of Police must deny it due to the operational needs of the City and/or Department, an exception may be granted by the Chief of Police with a written explanation from the employee's supervisor and advance approval from the City Manager. If such an exception is granted, a cash-out of the excess, accrued vacation time in excess of the maximum amount allowed will be processed for the pay period in question. There will be no approvals for Vacation Leave Accrual beyond the Maximum Accrual Level.

Should a scheduled Vacation Leave have to be cancelled by the Chief of Police due to the operational needs of the City/Department, an exception for a "Cash-Out" may be granted by the Chief of with a written explanation from the employee's supervisor and advance approval from the City Manager.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the "Cash-Out" and/or "Vacation Leave" options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by both the Department Director and the City Manager, there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

15.4 VACATION LEAVE CASH OUT

A. Vacation Leave Cash Outs through December 31, 2018 - Employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee's maximum accrual and regardless of the employee's Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a "2 for 1" usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an

employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the "Cash-Out" and/or "Vacation Leave" options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by both the Chief of Police and the City Manager, there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

This subsection (a) shall end on December 31, 2018.

B. Vacation Leave Cash Out for 2019 and Thereafter - On or before the pay period which includes December 15 of each calendar year (which includes December 15, 2018), an employee may make an irrevocable election to cash out up to one hundred and twenty (120) hours of vacation leave which will be earned in the following calendar year at the employee's base rate of pay as follows:

An employee can cash out vacation during any quarter of the following year as long as on the date(s) chosen for cash out the employee has earned at least the amount of vacation he/she chooses to cash out. In other words, employees who made an irrevocable election to cash out vacation (up to a maximum of 120 hours for the year) shall choose to be paid out during one or more of the following payroll periods:

- Payroll period which includes April 1st
- Payroll period which includes July 1st
- Payroll period which includes October 1st
- Final Payroll period of the calendar year.

Employees will notify the Human Resources Division of which quarter(s) they wish their cash outs to be paid by the payroll deadlines as set by the Finance Department and Human Resources Division. Any remaining elected vacation hours that have not been previously paid out during the year will be paid out on the final payroll period of the calendar year.

ARTICLE 16 - SICK LEAVE

16.1 **ACCRUAL OF SICK LEAVE** - Employees in the Association accrue four (4) hours of sick leave per pay period into a Primary Sick Leave Bank.

16.2 **MAXIMUM ACCRUAL IN THE PRIMARY SICK LEAVE BANK** - Employees may accrue up to 480 hours of sick leave credit in a Primary Sick Leave Bank.

16.3 **OPTIONS WHEN AN EMPLOYEE REACHES THE MAXIMUM ACCRUAL OF SICK LEAVE IN THE PRIMARY SICK LEAVE BANK** - When an employee has 480 hours of sick leave in his/her Primary Sick Leave Bank, his/her pay period accrual will be distributed in the following manner:

A. At the employee's option, one-half of the benefit will be:

1. Paid as monetary compensation to the employee at the employee's then current hourly base rate of pay or,

2. Converted into vacation hours. If this option is chosen, the employee cannot accrue more than the maximum vacation hours as provided in the vacation hours article of this MOU.

B. The remaining one-half benefit will be placed in the employee's Secondary Sick Leave Bank.

16.4 **USE OF PRIMARY SICK LEAVE BANK** - Hours in this bank may be used if an employee is sick or as otherwise provided by law.

16.5 **SECONDARY SICK LEAVE BANK** - In the past, there was no cap on the accrual of sick leave. As provided above, the parties agreed to place a cap on the accrual of sick leave in the Primary Sick Leave Bank and create a Secondary Sick Leave Bank. This bank includes sick leave previously earned and as well as sick leave deposited into the bank when an employee reaches their maximum accrual in the Primary Sick Leave Bank as provided for in Article 16.1.

If an employee has a Secondary Sick Leave Bank, the first 40 hours of sick leave used per calendar year must be from this bank. Hours in this bank may also be used in the event of a verified non-industrial disability which has resulted in an absence from duty of at least 60 consecutive calendar days. In this event, sick leave in the Secondary Sick Leave Bank may be used for additional consecutive absences resulting from the disability; or it may be used to supplement LTD payments (so that the employee receives his/her full compensation) should the employee qualify for long term disability benefits. Additionally, an amount of sick leave equal to the hours used from the Primary Bank for said disability (i.e., if an employee is out for at least 60 days) may be transferred from the Secondary Bank to the Primary Bank provided that such transfer shall not result in there being in excess of 480 hours in the Primary Bank.

16.6 At the time of separation from the City, (unless terminated for cause) with a minimum of 20 years of continuous service, including if separation is by retirement (defined as having applied for retirement benefits from CalPERS), the employee shall have the option of:

A. Being paid at his/her then current hourly rate for one-half of the sick leave accrued in both his/her Primary Sick Leave Bank, and Secondary Sick Leave Bank, or,

B. The employee can choose to apply all credited time (both Banks) towards his or her service credit.

ARTICLE 17 - BEREAVEMENT LEAVE

17.1 Whenever an employee is compelled to be absent from duty by reason of a death or critical illness where death appears imminent of grandparent, father, mother, brother, sister, (this includes step brothers and sisters) wife, husband, or child of employee, spouse, or domestic partner such employee shall, upon approval of their department director, be entitled to charge such absence as “bereavement leave” to a maximum of three (3) days of paid leave per occurrence. This leave may also be used in the case of a miscarriage by a female employee and/or employee whose spouse or registered domestic partner suffers a miscarriage. This would also apply in the case of a miscarriage by a surrogate. Any additional time that may be required must be approved by the Police Chief (and will be approved if required by law) and will be charged first to sick leave, then the employee can choose between vacation, compensatory time off or floating holiday leave. If all such leaves are exhausted it will be charged to unpaid leave if the employee does not have accrued sick leave, vacation compensatory time off or floating holiday leave. The City

Manager or designee, upon written request, may grant bereavement leave to an employee for persons in other relationships to the employee than are listed above.

ARTICLE 18 - LONG TERM DISABILITY

18.1 An employee is eligible for Long Term Disability ("LTD") benefits. The premium for the Plan is paid for by each employee. Employees are eligible for benefits under the current plan for disabilities as defined by the plan and per the provisions of the plan after a 60-day elimination period. Once eligible for LTD, an employee may exercise the option of using accumulated vacation and sick leave in his or her Primary or Secondary Sick Leave Bank to supplement LTD payments up to an amount not to exceed 100% of monthly salary.

ARTICLE 19 - LAYOFF PROCEDURES

19.1 Because of material change in duties or organization of the Costa Mesa Police Department, or shortage of work or funds, positions represented by the Association and covered by this MOU may be subject to lay off. Thirty (30) calendar days before the effective date of a layoff, the Chief of Police shall notify the Assistant City Manager and employee subject to layoff of the layoff decision. The City's Personnel Rules and Regulations provide the policies and procedures related to the layoff of City employees.

ARTICLE 20 - DISCIPLINE

20.1 **DISCIPLINE GENERALLY** - Represented employees are sworn employees who are covered by Public Safety Officers' Procedural Bill of Rights Act. The provisions provided in this article are intended to comply with that law. Employees may be subject to discipline if they engage in misconduct or if they have any of the performance deficiencies which are set forth below in Article 19.5 which have not been addressed through performance management. Generally, performance based discipline will not occur unless and until the employee has been given opportunities for improvement which have not been successful. Misconduct based discipline will generally use a progressive discipline approach (i.e., using discipline to modify behavior which gets progressively more severe if there is a continuation of the misconduct). However, depending on the severity of the particular misconduct, an employee could be subject to any of the various types of discipline from a warning to dismissal.

20.2 **TYPES OF DISCIPLINE** - Represented employees are subject to the types of discipline set forth below. The Chief of Police or his/her designee shall inform an employee of any proposed discipline in writing and allow the employee a reasonable opportunity to respond to the proposed discipline before being imposed.

All proposed discipline will set forth the alleged facts upon which the discipline is based, the specific expectations of change or improvement to be demonstrated by the employee, and notice that additional discipline could be imposed against the employee in the event a change in the employee's conduct or performance does not occur.

Any written documentation regarding discipline which is imposed on the employee will be entered into the employee's personnel file. An employee may be placed on administrative leave with pay pending pre-disciplinary procedures.

The following are the applicable types of discipline:

A. Written Warning

B. Written Reprimand

C. Suspension: Unless extended by approval of the City Manager or Assistant City Manager on written recommendation of the Chief of Police, the maximum period of suspension is thirty (30) calendar days.

D. Demotion: A demotion is defined a reduction in the employee's rank.

E. Reduction in Pay

F. Dismissal

20.3 **NOTICE OF PROPOSED DISCIPLINE** - Employees subject to proposed discipline will be provided with pre-deprivation procedural due process. The Notice of Proposed Discipline will set forth the alleged facts upon which the proposed discipline is based and the employee will be provided with all documents upon which the City relied in issuing the Notice. The employee will also be notified that he or she has the right to respond to the discipline either orally or in writing and the employee has the right to be represented during any meetings (by a representative of his/her choice per Government Code section 3303(i) at which the proposed discipline will be discussed with the employee. However, the right to respond is up the employee. The employee has the right not to respond if he/she chooses. However, if that occurs, if the Chief of Police or his/her designee imposes the proposed discipline it will be without the employee's input or response.

An employee's opportunity to respond to the proposed discipline is not intended to be an evidentiary hearing. It is a meeting to give the employee an opportunity to respond to the proposed discipline. If, as a result of the meeting, the Chief of Police or his/her designee determines that the information provided by the employee raises doubts as to the accuracy of the information leading to the proposed discipline further investigation may be initiated to determine if the proposed discipline is warranted.

The Chief of Police will evaluate the proposed discipline in light of the employee's response, if any. Within five (5) working days of the employee's response, or other deadline for response established by the parties, the decision of the Chief of Police or designee will be transmitted in writing to the employee.

20.4 **APPEAL PROCEDURES** - Employees have the right to appeal discipline which qualifies as "punitive action" under the Public Safety Officers' Procedural Bill of Rights Act ("Act"). The Parties agree to the following appeal procedures:

A. <u>Appeal Process for Reductions in Pay, Demotion, Suspension in Excess of 20 Hours or Dismissal</u>

An employee desiring to appeal the Chief of Police's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be communicated to the Assistant City Manager within the 10-day period.

If, within the 10-day appeal period, the employee involved does not file an appeal, unless good cause for the failure is shown, the action of the Chief of Police shall be considered conclusive and shall take effect as prescribed. If, within the 10-day appeal period, the employee files such notice of appeal an advisory arbitration appeal hearing shall be established as follows:

1. A list of registered arbitrators will be certified by the parties. CMPMA and the City shall each submit the names of five (5) arbitrators to complete a listing of ten (10) arbitrators. The arbitrators shall be registered with the American Arbitration Association, California State Mediation and Conciliation Service or some other agreed upon recognized reputable source. Within seven (7) calendar days of the employee's request for an arbitration appeals hearing, each party may strike three or less names from the established list. If the employee or the Association fails to strike within thirty (30) calendar days, the employee is considered to have abandoned the appeal. If a mutual agreement cannot be reached between the parties as to the selection of an arbitrator from the remaining names, the matter will be heard by the listed arbitrator who is first available to hear the matter within the time frames of the process. The party to have the first opportunity to strike a name from the list of ten arbitrators shall be determined by a coin toss.

2. The selected arbitrator shall serve as the hearing officer.

3. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 90 calendar days, from the date of the filing of the appeal with the Assistant City Manager. The parties may however stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing and the identity of the hearing officer to whom the matter has been assigned.

4. All hearings shall be private; however, the employee may request to open the hearing to the public.

5. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party to the Hearing Officer, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

6. The hearing need not be conducted in accordance with technical rules relating to evidence, civil procedure and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

7. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined by an opposing party, as if under cross-examination. Oral evidence

shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that it is not necessary.

8. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   a. The party imposing discipline shall be permitted to make an opening statement;

   b. The appealing employee shall then be permitted to make an opening statement;

   c. The City shall produce the evidence on its part; the City bears the burden of proof and burden of producing evidence;

   d. The employee appealing the disciplinary action may then open his/her defense and offer his/her evidence in support thereof. The employee bears the burden of producing evidence for any affirmative defenses asserted;

   e. The parties may then, in order, respectively offer rebutting evidence, unless the hearing officer for good reason permits them to offer evidence upon their original case;

   f. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

9. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on a preponderance of evidence presented. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her opinion as soon after the conclusion of the hearing as possible and in no event later than 30 days after conclusion of the hearing, absent a stipulation from the parties that a longer period of time is warranted. His/her decision shall set forth which charges, if any, are sustained and the reasons therefor. The opinion shall set forth findings of fact and conclusions.

10. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the Chief of Police.

11. The hearing officer's opinion and recommendation shall be filed with the City Manager or designee, with a copy sent to the appealing employee, and the Assistant City Manager and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

12. The City Manager or designee shall then review the hearing officer's opinion and recommendation and render a decision on the appeal within thirty (30) days of the filing of the opinion and recommendation. The decision of the City Manager or designee shall be final and conclusive. Copies of the City Manager's or designee's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager or designee. A copy of said decision shall also be served upon the parties and the employee.

13. Each party shall bear the cost of its own witness and attorney fees. The costs of the hearing and the court reporter shall be shared by the parties. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process may not apply to mutual settlements by the parties which result in an arbitration fee.

14. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager or designee, the time of such discipline shall relate back to the date the employee was disciplined or after delivery of the City Manager's or designee's decision if discipline was stayed pending the arbitration hearing. If the City Manager's or designee's decision results in a reduction or elimination of a loss of pay which was previously recommended by the Chief of Police, the pay loss shall be restored to the employee**.**

15. The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this section, including the appeal of the City Manager's or designee's final determination into the California court system, which must be made in accordance with the time standards and procedures established by Section1094.6 of California's Code of Civil Procedure.

B. Appeal Process for Lower Level Discipline

The following appeal process is established pursuant to Government Code § 3304.5.

A permanent Police Lieutenant or Police Captain shall have the right to appeal suspensions of 20 hours or less, written warnings, or written reprimands in the following manner:

1. The Police Chief shall cause to be served on the employee a statement signed by the Police Chief of the specific action against the employee. This statement shall inform the employee that he/she has the right, within five (5) working days after receipt of this notice, to request an informal hearing on the action by filing the request with the Assistant City Manager.

2. If within the five (5) day appeal period the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed.

3. If within the five (5) day appeal period the employee involved files a written notice of appeal with the Assistant City Manager a time for an appeal hearing before the City Manager or designee shall be established. The date for a hearing shall not be

less than ten (10) days, nor more than thirty (30) days, from the date of the filing of the appeal, unless the parties stipulate to a different date. The employee shall be notified in writing of the date, time, and place of the hearing at least seven (7) calendar days prior to the hearing.

4. The City Manager or designee shall conduct an informal hearing on the appeal. Each party shall have the opportunity to present all relevant information in support of its respective position. These proceedings may be electronically recorded and either party shall have the right to cause them to be reported by a certified shorthand reporter at the party's expense.

    a. If the action involves charges of misconduct, (i.e., allegations that the employee has violated one or more laws, regulations, procedures, or rules), the City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

5. Within ten (10) days after the conclusion of the hearing, the City Manager or designee shall deliver to the employee a final written decision, and, which shall either: (a) affirm the decision; (b) modify it by: (1) holding that certain charges were not established by a preponderance of the evidence, and/or (2) reducing the penalty, or (3) overturn the decision in its entirety. The decision shall be final and binding on the parties and the employee, subject to their right to seek judicial review pursuant to 1094.5 and 1094.6 of the California Code of Civil Procedure.

20.5 **BASIS FOR DISCIPLINARY ACTION** - The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance record. Disciplinary action shall be based upon any of the following grounds:

A. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.

B. Incompetence such as failure to comply with the minimum standards for an employee's position for a significant period of time.

C. Neglect of duty, such as failure to perform the duties required of an employee’s position.

D. Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.

E. Dishonesty involving or affecting employment.

F. Being under the influence of alcohol or intoxicating drugs while on duty without a prescription. Unauthorized use of alcohol or any intoxicating drugs while on duty, or bringing alcohol or controlled substances onto any City work area, including work areas which are located away from the City Hall or Police Headquarters if the employee is on duty, without authorization from management.

G. Abuse of alcoholic beverages, narcotics or any habit forming drug, in violation of the City's drug testing policy.

H. Inexcusable absence without leave.

I. Conviction of a felony or conviction of a misdemeanor. A plea or verdict of guilty, or a conviction following a plea of nolo contenders, to a charge of a felony or misdemeanor is deemed to be a conviction within the meaning of this section.

J. Discourteous treatment of the public.

K. Improper or unauthorized use of City property.

L. Violation of the rules and regulations of the Police Department.

M. Any act or conduct undertaken which is of such a nature that it causes discredit to fall upon the City, the employee's department or division, whether during or outside of duty hours.

N. Failure to maintain proper conduct during working hours causing discredit to the employee's department or division.

O. Fighting, threats of bodily harm or causing an assault on a fellow worker without justification.

P. Misuse of City records or information obtained for use outside the scope of their employment.

Q. Falsification of City records, including the intentional omission of relevant or required information.

R. Willful destruction of City property

S. Abuse of sick leave.

T. Knowingly failing to follow the procedures governing grievances when pursuing a grievance.

U. Inattention to duty, tardiness, carelessness or negligence in the care and handling of City property, private property in their care or Departmental business.

V. The employee's failure to resolve a physical or mental infirmity(s) or defect(s), when it is within the capacity of the employee to do so and when so directed by his/her supervisor.

W. Outside employment, which conflicts with the employee's position or the mission of the Department, and is not specifically authorized by the Chief of Police.

X. Acceptance from any source of a reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties. This does not include items of recognition, such as commendation, certificates and other such incidents of office which may be presented to officers in recognition of superior performance or a job

well done, so long as the presentation does not include any sort of payment or compensation for the performance of the officer's duty.

Y. Falsification of any City report or record, or of any report or record required to be, or, filed by the employee or which the employee causes to be filed.

Z. Violation of any of the provisions of the City Code, ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the City Council, City Manager, department manager or supervisor.

AA. Engaging in political activities precluded by State or Federal law.

BB. Other acts which are incompatible with service to the public.

CC. Violation of the City's harassment policy.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 **DEFINITION** - A "grievance" is a formal, written allegation by an employee or the Association (referred to as "grievant") that there has been a violation, misinterpretation or misapplication of this MOU and/or provisions of the Personnel Rules and Regulations. The grievance procedure is the sole and exclusive method to resolve any grievance as defined herein.

21.2 **PROCEDURE**

A. Informal Resolution: Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without any discrimination against employees who may seek to resolve a grievance by invoking this procedure. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant (either an employee or the Association) knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal meeting with the grievant's immediate supervisor. The supervisor shall respond with a decision within ten (10) calendar days after meeting with grievant.

B. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his/her supervisor, the grievant may request and be granted an interview with the division manager, if one exists, in order to further discuss the grievance. The division manager shall respond with a decision within ten (10) calendar days after meeting with grievant.

C. If the grievant and the division manager cannot reach a resolution to the grievance, the employee may, within seven (7) calendar days from the date of receiving the answer from the, request, in writing, and be granted an interview with the Chief of Police within seven (7) calendar days of the grievant's request to discuss the grievance to try and reach a resolution which is satisfactory to the grievant. The Chief of Police shall meet with the employee within seven (7) calendar days unless the date is mutually extended between the Chief and the grievant. If the grievant and Chief of Police cannot satisfactorily resolve the grievance, the Chief of Police will issue a written decision regarding the grievance within fifteen (15) calendar days after meeting with the grievant.

D. The grievant may, within ten (10) calendar days from the date of the decision by the Chief of Police, submit a written request with the Human Resources Division requesting for advisory arbitration.

E. A list of registered arbitrators will be certified by the Parties. CMPMA and the City shall each submit the names of five (5) arbitrators to complete a listing of ten (10) arbitrators. The arbitrators shall be registered with the American Arbitration Association, California State Mediation and Conciliation Service or some other agreed upon recognized reputable source. Within seven (7) calendar days of the employee's request for an arbitration appeals hearing, each party may strike up to three names from the established list. If the employee or CMPMA fails to strike within thirty (30) calendar days, the employee is considered to have abandoned the appeal. If a mutual agreement cannot be reached between the parties as to the selection of an arbitrator from the remaining names, the matter will be heard by the listed arbitrator who is first available to hear the matter within the time frames of the process. The party to have the first opportunity to strike a name from the list of ten arbitrators shall be determined by a coin toss.

F. The selected arbitrator shall serve as the hearing officer.

G. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 90 calendar days, from the date of the filing of the appeal with the Assistant City Manager. The parties may however stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing and the identity of the hearing officer to whom the matter has been assigned.

H. All hearings shall be private; however, the employee may request that the hearing be open to the public.

I. Subpoenas and subpoenas duces tecums pertaining to a hearing shall be issued at the request of either party to the Hearing Officer, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

J. The hearing need not be conducted in accordance with technical rules relating to evidence, civil procedure and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

K. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not

covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

L. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The grievant shall be permitted to make an opening statement;

2. The City's representative shall then be permitted to make an opening statement;

3. The grievant shall produce the evidence on his/her part; the employee bears the burden of proof and burden of producing evidence;

4. The City's representative may then open his/her defense and offer his/her evidence in support thereof;

5. The parties may then, in order, respectively offer rebutting evidence, unless the hearing officer for good reason, permits them to offer evidence upon their original case;

6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

M. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on a preponderance of evidence presented. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her opinion as soon after the conclusion of the hearing as possible and in no event later than 30 days after the conclusion of the hearing, absent a stipulation from the parties that a longer period of time is warranted. His/her advisory decision shall set forth why the grievance should or should not be sustained based on the evidence presented.

N. The City Manager or designee shall then review the hearing officer's advisory opinion and recommendation and render a decision on the appeal within thirty days of the filing of said opinion and recommendation. The decision of the City Manager or designee shall be final and conclusive. Copies of the City Manager's or designee's decision, including the hearing officer's recommendation(s) shall be served upon the parties and the employee by first class mail.

O. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer if the officer is not an employee of the City. These fees also, include the fee of the court reporter and the costs of preparing the transcripts of the hearing. Each party shall bear the cost of its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or

postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties, which result in an arbitration fee.

P. If the time limits for processing the employee's grievance at any step defined above should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the City Manager or designee fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

Q. The employee and/or his/her representative may use a reasonable amount of work time as determined by the Chief of Police in presenting the grievance. However, no employee shall absent himself/herself without first being excused by the Chief of Police.

R. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and CMPMA.

S. The settlement terms of a grievance, which is processed by an employee individually or by the Association shall not conflict with the express provisions of this MOU

T. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document, which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

ARTICLE 22 - HOLIDAY PAY

22.1 Effective the pay period that includes July 1, 2025, employees will no longer be eligible for holiday pay or holiday hours. Employees who wish to take holidays off will be required to utilize personal leave.

ARTICLE 23 - UNIFORM MAINTENANCE ALLOWANCE

23.1 The City provides uniforms or uniform allowance for employees represented by the Association. The City will continue to replace, repair and maintain uniforms worn in the line of duty. The average cost of the uniforms/uniform allowances are reported as special compensation (for those employees defined as "classic employees" by the Public Employees' Pension Reform Act of 2013 for retirement calculation purposes and is currently reported as $17 per pay period. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571.

23.2 Lieutenants not currently assigned to the Field Operations Division and Captains will have a complete uniform for duty wear. These Lieutenant and Captains may replace worn equipment or uniforms in the same manner as officers assigned to the Field Operations Division in addition to the $500.00 annual clothing allowance currently paid to employees working plain-clothes assignments. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571.

ARTICLE 24 - SENIORITY

24.1 Seniority is determined by length of continuous and uninterrupted service in each employee's respective classification. Seniority is used for shift selection and selection of vacation. Seniority for purposes of layoff is addressed in the Personnel Rules and Regulations.

ARTICLE 25 - WORK SCHEDULES

25.1 The current work schedule for Lieutenants and Captains is the four-day workweek, ten-hour day, (4/10). This schedule will be in effect for the duration of the M.O.U. unless mutually modified pursuant to the Meet and Confer process. Seniority based on time in grade will determine the order in which employees select their yearly work schedules.

25.2 The annual selection of schedules and shifts/watch (watch synonymous with shift) for Patrol and Traffic personnel shall begin upon the completion of the rotation selection and shall conclude as soon as practical but before the January starting dates of the new shifts.

ARTICLE 26 - PROHIBITION OF TOBACCO

26.1 The on-duty use of tobacco in any form (cigarettes, cigars e-cigarettes ["vaping"] and related tobacco products and technologies) is prohibited for all employees in the Association.

REPRESENTATIVES OF THE
COSTA MESA POLICE MANAGEMENT ASSOCIATION

BRYAN T. WADKINS
CMPMA President

JASON CHAMNESS
CMPMA Negotiations Team Member

CARLOS A. DIAZ
CMPMA Negotiations Team Member

SCOTT STAFFORD
CMPMA Negotiations Team Member

REPRESENTATIVES OF THE
CITY OF COSTA MESA

CECILIA GALLARDO DALY
Interim City Manager

ALMA L. REYES
Acting Assistant City Manager

CAROL MOLINA
Finance Director

KASAMA LEE
Human Resources Manager

CATHLEEN SERRANO
Acting Senior Budget Analyst

VEHICLE USE POLICY

I. Purpose:

The purpose of this regulation is to establish and implement City policies and procedures relative to the assignment, utilization and control of City-owned vehicles as transportation for employees while engaged in official City business, to establish reimbursement procedures for privately-owned vehicles used for City business and to clarify the City's responsibility for damage and/or liability for private vehicles used on official City business.

II. Policy:

These regulations cover the use of City and private vehicles for conducting official City business and shall be applicable to all elected officials and employees of the City.

III. Procedure:

When necessary during the course of an employee's official duties, transportation or reimbursement therefore shall be provided by the City.

In the event no City vehicle is available, the employee may use his/her personal vehicle. Employees using either their own or a City-owned vehicle on official business must possess a valid California driver's license for the class of vehicle they will be operating. The transportation method utilized will be mutually agreeable to the employee and department. It is the responsibility of each Department Director to enforce the provisions of this regulation as it relates to the employees of his/her department.

City-owned vehicles shall only be used for official City business. City-owned vehicles shall not be driven to and kept at the employee's home or any location other than the regular work location or Corporation Yard, except as provided by this regulation.

City employees cannot be compelled to use their own vehicle for City business unless it is a pre-specified condition/requirement of employment.

A. Assigned Vehicles

1. Assigned City vehicles may be taken home by Department Directors and Division Managers as approved by the City Manager.

2. City vehicles may also be taken home by those employees who are called back on an unscheduled basis to perform official City business outside of regular working hours upon approval by the City Manager.

B. Emergency Response Units

1. Employees who are required to respond without delay in order to protect the public health, safety and property may take City vehicles home upon approval by the City Manager.

C. Pool Vehicles

1. Pool vehicles will be available for employees who require transportation to perform official City business but do not meet the criteria for a permanently assigned City vehicle.

D. Reimbursement for Use of Personal Vehicles

1. Executive Use

All Department Directors may, at City Manager discretion, receive the monthly automobile allowance as established.

2. Mileage Reimbursement

a. Employees may use their own vehicles on official City business and shall be reimbursed at the established rate for mileage drive on official City business.

b. Employees shall not be reimbursed for commuting to and from work, except that employees who are required to attend scheduled meetings outside of normal working hours may be reimbursed for mileage required.

E. Vehicle Assignment Review

During the month of December of each year, departments that have assigned City-owned vehicles to employees shall review such assignments. A report of these assignments will be prepared containing the following information:

Department and Division employee name and classification; employee address and telephone number; justification for assignment; justification for driving vehicle home (if applicable); average monthly business mileage; average monthly personal mileage (includes mileage to and from home); radio equipped (yes or no); special emergency equipment.

F. Insurance Requirements

All privately owned vehicles to be used on official City business shall be insured by the individual employee. The employee's insurance coverage is deemed to be primary. It shall be the Department Director's responsibility to insure that no privately owned vehicle is operated on City business without insurance coverage and a valid operator's license as required by this regulation.

G. Clarification on City Liability

The City shall be responsible to such employee only when the employee is determined not to be negligent and the other party is uninsured. Under such circumstances, the City shall be responsible to the employee for the amount of the deductible for comprehensive and/or collision damages suffered by the employee.

IV. Effective Date:

The effective date of the Administrative Regulation is July 1, 1984 and subsequently revised July 30, 2000.

STEVEN E. HAYMAN
ADMINISTRATIVE SERVICES DIRECTOR

ALLAN L. ROEDER
CITY MANAGER

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING



Between The Representatives Of The

Costa Mesa Firefighters Association

And The City of Costa Mesa

2024

2027

REVISED 9/16/25

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ARTICLE 1 - RECOGNITION/PREAMBLE

1.1 By resolution of the City Council of the City of Costa Mesa and pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et. seq. of the California Government Code, the City of Costa Mesa (hereinafter called the "City") has recognized the Costa Mesa Fire Association (hereinafter called the "Association" or "CMFA") as the exclusive representative and agent for collective bargaining of the sworn members of the City of Costa Mesa Fire Department (hereinafter "Department" or "Fire Department") in the unit of representation consisting of the job classifications of Firefighter, Fire Engineer and Fire Captain, excluding all non-sworn Fire Department employees**.** The Association and the City are the Parties to this agreement and are jointly recognized herein as "The Parties."

1.2 This Memorandum of Understanding (MOU) has been prepared by representatives of the City and representatives of the Association who have met and conferred in good faith, examining a number of proposals and counter proposals concerning wages, hours of employment, fringe benefits and other terms and conditions of employment for the said sworn employees of the Fire Department defined in Section 1.1.

1.3 It is the mutual understanding of the City and Association that this MOU shall be submitted to the Costa Mesa City Council with the joint recommendation of the parties that the terms of this MOU be adopted, and that said City Council will take such other action as may be needed to implement its provisions.

1.4 The City and the Association hereby acknowledge that the terms and conditions of this MOU may not cover all of the terms and conditions of employment applicable to a member of the unit of representation covered by this MOU. These parties further acknowledge that any term or condition of employment which is not expressly covered herein, but is covered by existing ordinances, resolutions, policies and regulations of the City, including the Personnel Rules and Regulations presently in effect shall be controlled by the existing provisions of said ordinances, resolutions, policies and regulations to the extent that said policies and regulations do not change, abrogate, modify or amend any express term of this MOU.

1.5 The wages, hours and other terms and conditions of employment currently in effect for the job classifications covered herein shall remain in effect unless modified, amended or deleted by this MOU or subsequent MOUs, or unless a tribunal of competent jurisdiction holds that any part of this MOU is found to be insufficient, in conflict or inconsistent with other laws or contractual obligations of the Parties, or otherwise held to be invalid**,** unlawful or unenforceable, in which case such part or provision, and only such part or provision, shall be severed from this MOU or shall be suspended or superseded by such applicable laws and regulations. If such legal severance invalidates a benefit defined herein, said benefit shall be replaced by an item or alternative benefit of comparable value to the extent allowed by law. The Parties shall meet and confer in good faith to determine the replacement, or if any replacement is possible.

1.6 The Parties hereby agree that all of the material terms and conditions of previous MOUs are hereby superseded by the adoption of this MOU.

1.7. For the term of this MOU, neither party shall be compelled to meet and confer with the other concerning any issue within the scope of representation of the Association. Each Party to this MOU hereby expressly waives its right to demand that the other Party meet and confer concerning any issue within the scope of representation of the Association. However, nothing in this MOU shall prohibit these Parties from exploring the possibility of amending this agreement over any issue within the scope of representation of the Association, if, and only if, both Parties hereto mutually agree to do so.

1.8 Continuous uninterrupted and efficient service to the community of Costa Mesa by the City and its employees, and orderly employer-employee relations are essential considerations of this MOU. Accordingly, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, non-informational picketing, boycotting, work stoppages, slow-down strikes or any other

concerted job actions constituting refusal to render services, including overtime or any other curtailment or restriction of work and services at any time during the term of this MOU.

1.9 The Association recognizes its duty and obligation to comply with the provisions of Section 1.8 of this MOU and to make every reasonable effort to assure that all employees covered by this MOU similarly do so. In the event of any concerted activity by employees in violation of the provisions of Section 1.8, the Association hereby agrees to direct its members to cease said action or conduct forthwith. No employee covered by this MOU shall be entitled to any benefits or wages whatsoever while engaged in activities prohibited by Section 1.8 of this MOU.

1.10 Except as modified by this agreement, all rights to manage, organize, direct and control the City's Fire Department are retained exclusively by the City and its management personnel.

1.11 During the term of this MOU, the parties agree either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

ARTICLE 2 - TERM OF AGREEMENT

2.1 **TERM -** The MOU will commence on July 1, 2024, and will expire on June 30, 2027.

ARTICLE 3 - BASIC SALARIES AND WAGES

3.1 **COMPENSATION** - Employees covered by this Agreement shall be compensated at the established monthly base salary rates under the Basic Pay Schedule for sworn fire personnel. All positions under this Schedule shall be assigned a range number established by the City Council resolution.

3.2 **SALARY ADJUSTMENTS** - Salary adjustments for each classification will be implemented as follows:

Increase of 5% effective the payroll that includes July 1, 2024
Increase of 3.75% effective the payroll that includes July 1, 2025
Increase of 3.75% effective the payroll that includes July 1, 2026

3.3 **MANDATORY DIRECT DEPOSIT** - All association employees shall be required to enroll in payroll direct deposit. Paychecks will be electronically paid to an employee’s bank account. Upon separation, employees will be paid with a physical paycheck that will be held in the Human Resources Division.

ARTICLE 4 - PROMOTIONS

4.1 **RATE OF PAY** - Current administrative regulations provide that when an employee is promoted that the promotee shall be placed at a step within the appropriate salary range for the new classification that pays at least 5% higher than the rate of pay earned prior to the promotion, provided that the promotee's new rate of compensation does not exceed the top step of the new position's appropriate salary range. In making this determination, “the rate of pay earned prior to the promotion” shall include any paramedic assignment payments to any Firefighter who is receiving such assignment pay and who is promoted to Fire Engineer.

ARTICLE 5 - HEALTH INSURANCE

5.1 **IRS SECTION 125 BENEFIT PLAN -** The City shall provide the amount listed below toward the payment of premiums under an IRS Section 125 Benefit Plan. Core benefits include life and long term disability insurance. Medical insurance is a required core benefit which a City employee is required to carry if a City employee is not covered by another medical insurance plan with comparable coverage at the end of the open enrollment period.

5.2 **PEMHCA -** The City contracts with the California Public Employees' Retirement System ("PERS") for medical insurance. The City will contribute the PERS statutory minimum on behalf of each participant in the program, which is included in the City's Contribution to the flexible benefit account described below. Eligible employees may select any of the medical insurance plans offered by CalPERS.

5.3 **CONTRIBUTION AMOUNT -** The City's contribution towards each employee's flexible benefit account is as follows: Effective on the first day of the month following City Council approval of this MOU – two thousand one hundred and nineteen dollars ($2,119.00) per month. This amount is inclusive of the CalPERS statutory minimum amount for each year.

5.4 **WAIVER OF INSURANCE/ CASH BACK FROM THE CITY** - An employee who elects to opt out of medical coverage offered by the City must be able to provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California).

Any employee in the unit who either opts out of health insurance or selects benefits which cost less than the dollars contributed by the City to each employee for flexible benefits as provided in Article 5.3 above ($2,119 per month) can receive up to a maximum of one thousand and sixty dollars ($1,060) as cash.

5.5 **QUALIFICATION FOR FLEX CONTRIBUTION -** Employees must receive compensation for the entire pay period to receive the flexible benefit contribution amount. Use of accrued leave qualifies as compensation for this purpose. Employees will be ineligible for the flexible benefit contribution if the employee records absence without pay hours within the pay period. Catastrophic illness leave donations to employees will not meet the qualifications for the flex contribution. Disciplinary actions will not disqualify an employee from receiving the flex contribution. This provision shall not apply to a pay period during which an employee has exhausted all paid leave benefits. Its application shall take effect the following pay period.

ARTICLE 6 - RETIREMENT

6.1 **CALPERS** The City contracts with CalPERS for retirement benefits. The definitions of "new member" and "classic member" are set forth below:

A. For "Classic Member" Employees

1. Retirement Formula: The City contracts with CalPERS to provide the 3% at 50 retirement formula (Tier 1) for all employees hired before December 31, 2012, as set forth in California Government Code Section 21362.2. For employees hired on or after December 31, 2012, who are classic members as defined, the City contracts with CalPERS to provide the 2% at 50 retirement formula (Tier 2) as set forth in California Government Code Section 21362.

2. Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which "classic member" employees hired prior to December 31, 2012, in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired on or after December 31, 2012, who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.

3. Payment of Employee/Member Contribution:

   a. Tier 1 Employees Subject to the 3%@50 formula:

      Employees will pay the full nine percent (9%) CalPERS member contribution as compensation earnable towards their CalPERS member contribution. The City shall pay and report zero percent (0%) as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

   b. Tier 2 Employees Subject to the 2%@50 formula:

      Employees pay the full nine percent (9%) CalPERS Member Contribution. The City pays and reports zero percent (0%) as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

4. Cost Sharing:

   a. Effective at the beginning of the pay period which includes July 1, 2024, employees in tier 1 subject to the 3%@50 formula pay an additional five percent (5%) for cost sharing into their employee account with PERS in accordance with Government Code section 20516(a). When this five percent (5%) is added to the employees' payment of nine percent (9%) towards their member contribution, employees shall pay fourteen percent (14%) compensation earnable towards their pension.

   b. Effective at the beginning of the pay period which includes July 1, 2024, employees in tier 2 subject to the 2%@50 formula pay additional an additional five percent (5%) for cost sharing into their employee account with PERS in accordance with Government Code section 20516(a). When this five percent (5%) is added to the employees' payment of nine percent (9%) towards their member contribution, employees shall pay fourteen percent (14%) compensation earnable towards their pension.

B. **For "New Members" (Tier 3) As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)**

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7%@ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest

annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

4. Cost Sharing:

   a. Employees who are defined as "New Members" by the PEPRA and who subject to the 2.7%@57 will pay one quarter percent (0.25%) compensation earnable as cost sharing in accordance with Government Code section 20516(f).

      Notwithstanding the above, subsequent to July 1, 2024, the cost share payment for PEPRA employees will fluctuate if the normal cost rate changes. If the half the normal cost rate reduces below thirteen and three quarters percent (13.75%), the cost share (per Government Code section 20516(f) will go up so that when combined with the half the normal cost rate, the employee is paying a total of fourteen percent (14%) for retirement. If the half the normal cost rate increases above thirteen and three quarters percent (13.75%), the cost share (per Government Code section 20516(f) will go down so that when combined with the half the normal cost rate, the employee is paying a total of fourteen percent (14%) for retirement. If the half the normal cost rate goes above fourteen percent (14%), there will be no cost share payment due from the PEPRA new member (Tier 3) employees. Rather, the employee will just pay the applicable half the normal cost rate as determined by CalPERS.

      If one-half the normal cost rate exceeds fourteen percent (14%) (and it is rounded by CalPERS to the nearest one-quarter of a percent), the City will contribute the amount above fourteen percent (14%) to the deferred compensation account (per IRS Code section 457(b)) of each new member.

6.2 CalPERS CONTRACT - The City will continue to provide pension benefits to represented employees in accordance with the CalPERS contract in effect on the effective date of this MOU. The City's contract with CalPERS for fire safety employees includes the following options:

- Section 20037 (Three Year Final Compensation, only applies to Tier 2)
- Section 20042 (One Year Final Compensation, only applies to Tier 1)
- Section 20516 (Employee Cost Share, only applies to Tier 1)
- Section 20965 (Credit for Unused Sick Leave)
- Sections 21624/21626 (Post-Retirement Survivor Allowance, only applies to Tier 1)
- Section 21620 (Retired Death Benefit of $500)
- Section 21329 (COLA of 2%)
- Section 21362.2 (3% @ 50 Benefit Formula, only applies to Tier 1)
- Section 21362 (2% @ 50 Benefit Formula, only applies to Tier 2)
- Section 20903 (Two Years Additional Service – Golden Handshake)

- Section 21635 (Post-Retirement Survivor Allowance Continues After Remarriage)
- Section 21573 (Third Level of 1959 Survivor Benefits)
- Section 21551 (Death Benefit Continues After Remarriage)
- Section 20055 (Credit for Service Before CalPERS Contract)
- Section 20938 (Limited Prior Service Credit to Employees on Contract Date)
- Section 21536 (Local System Service Credit for Basic Death Benefit)
- Section 20481 (Transfer of Local System Assets to CalPERS)
- Section 21427 (Disability Retirement - Maximum 50% of Final Compensation)
- Section 21024 (Military Stats 76)
- Section 21023.5 (Peace Corps/AmeriCorps Service)
- Section 21022 (Public Service Layoff)
- Section 21548 (Pre-Retirement Option 2W)
- Section 21027 (Military Retiree)
- IRC 414(h)(2) (Pre-tax payroll deduction plan for member contributions and service credit purchase)

ARTICLE 7 - RETIREE MEDICAL PROGRAMS

7.1 **RETIRED EMPLOYEES' MEDICAL PROGRAM** - The City shall continue to provide life and medical insurance for retired employees of the City as defined in Council Policy 300-1 for employees hired before January 2, 2004. Employees hired after January 1, 2004, who have funds on deposit in the Retirement Health Savings plan (contributions to which have been suspended) will maintain those funds.

ARTICLE 8 - HOLIDAY PAY BANK

8.1 The following Holiday Pay provisions are effective May 1, 2023.

8.2 **DESIGNATED HOLIDAYS** - The following are the City designated holidays for employees covered by this agreement:

New Year's Day January 1st	Juneteenth June 19th	Thanksgiving Day 4th Thursday in November
Martin Luther King, Jr. 3rd Monday in January	Independence Day July 4th	Day after Thanksgiving 4th Friday in November
President's Day 3rd Monday in February	Labor Day 1st Monday in September	Christmas Day December 25th
Memorial Day Last Monday in May	Veteran's Day November 11th	

8.3 In the event any of the above holidays fall on Saturday, the preceding Friday will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed. All employees covered by this agreement work in positions that require scheduled staffing without regard to holidays.

8.4 **56-HOUR EMPLOYEE** (13.2364 hours per holiday) **-** At the end of any pay period during the payroll calendar year, employees may elect to receive a cash payment for earned holiday pay benefits of 13.2364 hours for each holiday for a total of 145.6 hours. At the end of the payroll calendar year, any

remaining holiday hours will be cashed out on the last payroll of the payroll calendar year. Holiday pay cannot be converted into leave or compensatory time off.

8.5 **40-HOUR EMPLOYEE** (9.455 hours per holiday) **-** At the end of any pay period during the payroll calendar year, employees may elect to receive a cash payment for earned holiday pay benefits of 9.455 hours for each holiday for a total of 104 hours. At the end of the payroll calendar year, any remaining holiday hours will be cashed out on the last payroll of the payroll calendar year. Holiday pay cannot be converted into leave or compensatory time off.

8.6 Holiday pay will be paid at the employee's base rate of pay plus applicable paramedic pay per Article 17.1.

8.7 If an employee separates from the service of the City and has used or been paid for holiday pay in advance of the date(s) or day(s) the holidays actually occurred, the City will deduct the cash value for holiday benefits already paid, but unearned at the time of separation from the employee's final paycheck.

8.8 Employees are only eligible for holiday pay for the designated holidays that occur during the term of their employment (e.g., an employee hired on January 10, will not be eligible for holiday pay for New Years Day for the calendar year of their hire, but would be eligible for Martin Luther King Day and any further designated holidays which fall during their employment).

8.9 **ADDITIONAL HOLIDAY -** If the City provides an additional holiday to any other employee group during the term of this contract, the City will also provide the cash value of that additional holiday to employees covered by this agreement.

8.10 The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 9 - BILINGUAL PAY

9.1 **BILINGUAL CERTIFICATION -** Employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary for the Fire Engineer classification depending on level of proficiency. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

9.3 **QUALIFICATION FOR 2.5% CERTIFICATION -** The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:

A. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of their work such as paramedic calls, explanation of procedures, obtaining personal information, symptoms and health history, instructions to victims and onlookers, among others.

B. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life-or-death nature.

C. The applicant can be understood with some repetition by a sympathetic native speaker.

D. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.

E. Accuracy is required in the present tense and gender distinctions.

F. Core vocabulary of 300-600 words.

9.4 **QUALIFICATIONS FOR 5% CERTIFICATION -** In addition to Article 9.3 above, the 5% Certification requires:

A. Accuracy in present and past tenses.

B. Core vocabulary of 600-1200 words.

C. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.

D. Ability to interview the victim of an accident, fire, or other situation involving a native speaker of Spanish and the conduct simple interrogations and investigations which could be of a life or death nature.

E. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

ARTICLE 10 - LEAVE REPLACEMENT AND OVERTIME PAY

10. 1 **FLSA WORK PERIOD** - The parties acknowledge and agree to document that the City has adopted a work period pursuant to 29 U.S.C. section 207(k) and 29 C.F.R. section 553.230(a) for CMFA members and that the work period is fourteen (14) days. Members will not be entitled to overtime under the Fair Labor Standards Act until they have worked more than 106 hours in this work period. Firefighters on light duty are not subject to this work period.

10.2 **OVERTIME COMPENSATION -** Neither sick leave, vacation leave nor hours off of work on leave in accordance with Labor Code section 4850 shall be regarded as hours worked for FLSA accounting purposes.

10.3 **OVERTIME IF AN EMPLOYEE IS FORCE HIRED** - Notwithstanding Articles 10.1.and 10.2, the parties agree that an employee who is force hired (i.e., when an employee without availability is required (forced) to work) to work an overtime shift shall be entitled to receive overtime compensation at time and a half at the regular rate of pay for the force hired hours.

10.4 **CALL-BACK -** Anytime an off duty employee is required to report for duty for staffing level requirements, emergencies, disasters, fire investigation responsibilities, or other department-related needs, that employee shall receive a minimum of two (2) hours at one and a half times the employee's base salary rate. This does not apply to early reporting or "hold-overs".

ARTICLE 11 – UNIFORM MAINTENANCE ALLOWANCE

11.1 The City provides uniforms for employees represented by the Association. The City will continue to replace, repair and maintain uniforms worn in the line of duty. The average cost of the uniforms/uniform allowances are reported as $17 per pay period. The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571

ARTICLE 12 - STAFFING LEVELS AND WORK SCHEDULE

12.1 **STAFFING -** Any and/or all provisions of department staffing levels shall be subject to change based upon concurrence of the Fire Chief and the City Manager. Although the Fire Chief and/or City Manager shall solicit and consider Association perspectives regarding any such contemplated change, the solicitation and consideration of Association perspectives shall not be governed by the requirements of Government Code § 3500 *et seq*., the Meyers-Milias-Brown Act. Therefore, the Association clearly, knowingly, and unequivocally waives its rights to engage in the meet and confer process as a condition precedent to any changes.

ARTICLE 13- BENEFIT REVIEW COMMITTEE

13.1 **BENEFIT REVIEW COMMITTEE -** CMFA shall maintain two representatives on the City's Benefit Review Committee. The Committee continually evaluates the City's benefit programs and makes recommendations on plan changes, benefit levels, payroll deductions and the addition or deletion of plans. Participation on the Benefit Review Committee meets the City's obligation to negotiate with CMFA on changes to the City's group benefit plans unless CMFA determines that such changes are detrimental to the interest of its members.

ARTICLE 14 - LABOR/MANAGEMENT MEETINGS

14.1 **TWICE PER YEAR -** The City and CMFA agree to meet as needed not more than twice in a calendar year to discuss issues of mutual interest.

ARTICLE 15- HOURS POOL RECONCILIATION

15.1 **ZEROING OF HOURS -** The Association agrees to the current status of the hours pool figures upon verification and acknowledges its obligation and responsibility in maintaining accurate reporting and documentation. The zeroing of the hours pool shall occur annually from the members' vacation bank hours. This zeroing shall occur at the end of the pay period in which all three (3) shifts normally reach zero in alignment with department shift movement due to shift bid process, followed by annual zeroing out one year from shift bid movement (on a date agreed to by the association and Fire administration). For "Exchanges of Time"; there will be an upper and lower threshold range of 96 hours up and 96 hours down for "open ended trades." Should an employee be "outside" of this range, their ability to trade will be suspended until their

trade status is back within range. Three times per year (one month prior to the zero out dates) there will be a report generated to ensure that no employee is outside of this range. This report will be given to the Battalion Chief or their designee to ensure compliance. Open ended is defined as no payback day is scheduled.

ARTICLE 16 - TUITION REIMBURSEMENT

16.1 **PASSING GRADE -** Tuition, certification fees, and textbook costs involved in educational courses which may be taken by an employee, and which pertain to their City employment, shall be reimbursed to said employee by the City. The employee participating must achieve a passing grade of a "C" or better, Credit/No Credit or a Certificate of Completion and should see that the Human Resources Manager receives a copy, where appropriate, of the employee's grade(s) before any reimbursement.

16.2 **REIMBURSEMENT AMOUNT -** The City will reimburse up to a maximum of $1,500 per fiscal year for qualifying expenses.

16.3 **ELIGIBLE CLASSES -** Eligible classes that pertain to an individual's City employment will include those that are job-related or those needed to complete a degree program. All courses or seminars related to any of the approved categories in the Certification Program are eligible for reimbursement.

16.4 **REQUIRED APPROVAL -** All claims for tuition reimbursement require the approval of Fire Administration before receiving the funds.

ARTICLE 17 – SPECIALTY ASSIGNMENT PAY

17.1 **PARAMEDIC PAY -** Applicable to Fire Department personnel who obtain and maintain Paramedic certification and are routinely and consistently assigned to the Mobile Intensive Care Division as follows:

- 10.00% above the base salary of Firefighter when first assigned
- 11.25% above the base salary of Firefighter after the first license renewal as a City employee
- 12.50% above the base salary of Firefighter after the second license renewal as a City employee
- 13.75% above the base salary of Firefighter after the third license renewal as a City employee

State Mandated Change - Any employee receiving Paramedic certification pay will not be adversely affected should the State mandate a change in the duration of the license renewal period. Paramedics will receive the same incremental increases for license renewals.

Bonus - The City will pay a $500 bonus for the fourth and each and every subsequent license renewal.

The parties agree, to the extent permitted by law, this compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 18 - RECRUITMENT AND RETENTION INCENTIVE PAY

18.1 **RECRUITMENT AND RETENTION INCENTIVE PAY -** Recruitment and Retention Incentive Pay is compensation to incentivize Fire Department sworn employees to remain with the City of Costa Mesa. Recruitment and Retention Incentive Pay shall be paid on a biweekly basis.

Employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for twenty-five (25) years or more shall receive recruitment and retention incentive pay of ten percent (10%) of employee's base salary plus paramedic pay per Article 17.1.

Effective the payroll that includes July 1, 2024, employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for twenty (20) years or more shall receive recruitment and retention incentive pay of seven and a half percent (7.5%) of employee's base salary plus paramedic pay per Article 17.1.

Effective the payroll that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for fifteen (15) years or more shall receive recruitment and retention incentive pay of five percent (5%) of employee's base salary plus paramedic pay per Article 17.1.

Effective the payroll that includes January 1, 2026, employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for ten (10) years or more shall receive recruitment and retention incentive pay of two and a half percent (2.5%) of employee's base salary plus paramedic pay per Article 17.1.

Service in any classification other than a sworn firefighting classification will not count towards this purpose.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 19 - FIRE ADMINISTRATION ASSIGNMENT

19.1 **PAY FOR ASSIGNMENT -** An employee in the job classification of Firefighter, Fire Engineer and Fire Captain shall be entitled to compensation in the amount of ten percent (10%) of base salary for their classification when routinely and consistently assigned by the Fire Chief to perform administrative work in the Training, Safety and Professional Standards Manager position. An employee in the job classification of Fire Engineer or Fire Captain shall be entitled to compensation in the amount of ten percent (10%) of base salary for their classification routinely and consistently assigned by the Fire Chief to perform administrative work in the Emergency Medical Services Manager position and shall also be entitled to additional compensation in the amount of ten percent (10%) over the base rate for their classification for maintaining their paramedic certification . Only one employee may be assigned to the Training, Safety and Professional Standards Manager and Emergency Medical Services Manager positions (two employees total) at a time. Employees assigned to these positions will be placed on a forty (40) hour administrative assignment

workweek. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 20 - ASSOCIATION VACATION BANK

20.1 **CMFA HOURS BANK -** The City agrees to maintain a vacation bank to be administered by the CMFA Board of Directors. The bank will be comprised of hours voluntarily donated by Association members. The City will notify CMFA when this bank reaches a positive balance in excess of $30,000.00 or a negative balance of $5,000.00 so donations can be appropriately adjusted.

ARTICLE 21 - SICK LEAVE INCENTIVE PROGRAM

21.1 **ACCUMULATION LIMITS -** Employees may accumulate up to a maximum of 672 hours of sick leave credit in a Primary Sick Leave Bank for each employee covered hereunder. Upon reaching this maximum number of accumulated sick leave hours, the employee's biweekly benefit of 6.72 hours will be distributed in the following manner:

a. At the employee's option, one-half of the benefit will be:

   1. Paid to the employee at the employee's then current hourly base rate of pay.

      OR

   2. Converted into vacation hours.

b. The remaining one-half benefit will be placed in a Secondary Sick Leave Bank for the employee.

21.2 **PRIMARY SICK LEAVE BANK** - Hours in this bank may be used in accordance with the rules regarding sick leave use in general as defined in the City's Personnel Rules and Regulations.

21.3 **SECONDARY SICK LEAVE BANK** - If an employee has a Secondary Sick Leave Bank, hours in that bank will be used first in accordance with the rules regarding sick leave use. Hours in this bank may also be used in the event of a verified non-industrial disability which has resulted in an absence of 60 consecutive calendar days. In this event, sick leave in the Secondary Sick Leave Bank may be used for additional consecutive absences resulting from the disability; or it may be used to supplement LTD should that event occur. Additionally, an amount of sick leave equal to the hours used from an employee's Primary Bank for said disability may be transferred from the employee's secondary Bank to the Primary, provided that such transfer does not result in an excess of 672 hours in the employee's Primary Bank.

21.4 **SEPARATION FROM CITY -** Upon either separation from the City of Costa Mesa, with a minimum of 20 years of continuous honorable service; or eligibility for retirement benefits, (as defined in the benefit Plan applied for) the employee shall have the option of:

a. Being paid at their current hourly base rate for one-half of the sick leave in their Primary Sick Leave Bank. There shall be no cash payment for sick leave in the Secondary Sick Leave Bank, or

b. Alternatively, the employee can choose to apply all credited time in both their Primary and Secondary Sick Leave Banks toward service credit. In addition, if this alternative is selected, then the payoff indicated in 19.4a above becomes a survivor benefit, to be paid to their designated beneficiary.

ARTICLE 22 - LONG TERM DISABILITY

22.1 **ELIGIBILITY -** An employee is eligible for Long Term Disability (LTD) after thirty (30) calendar days. Once eligible for LTD pursuant to the terms and conditions of the LTD Plan, an employee may exercise the option of using accumulated vacation and sick leave in their Primary and Secondary Sick Leave Bank to supplement LTD payments up to an amount not to exceed 100% of monthly salary.

22.2 **MEDICAL RETIREMENT -** A permanent separation from service for disability shall be termed a "medical retirement" whether or not such separated employee receives benefits from either the Retirement Plan or LTD Plan.

ARTICLE 23 – EDUCATION PAY

23.1. **EDUCATION PAY –** Employees employed in the job classifications of Firefighter, Fire Engineer and Fire Captain shall be entitled to compensation in the amount of two and a half percent (2.5%) of top step base salary for the Fire Captain classification for completion of a Bachelor's degree. It is the intent of the parties that any degrees submitted are accredited by Western Association of Schools and Colleges, Council for Higher Education Accreditation, or pre-approved by the Fire Chief or designee. Payment for Associate's and Master's degree and unit equivalents are included in Article 24.

Effective the pay period that includes July 1, 2024, compensation for completion of a Bachelor's degree or 120 units will no longer be part of the certification program or subject to the certification program maximum compensation per Article 24.

Employees who are receiving certification pay for completion of 120 units as of July 1, 2008, will continue to receive $180 per month. No new employees will receive education pay for completion of 120 units. Employees who are currently receiving certification pay for completion of 120 units and subsequently complete their Bachelor's degree will be eligible for two and a half percent (2.5%) education pay and no longer receive compensation for 120 units.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 24 - CERTIFICATION PROGRAM

24.1 **ELIGIBILITY -** Employees employed in the classifications of Firefighter, Fire Engineer and Fire Captain will be eligible to participate in the Certification Program, based upon the following achievements and criteria.

24.2 **CRITERIA**

a. To become eligible for the Certification Program, employees must possess the Firefighter II certification.

b. The pays employees are eligible to obtain are based on top step base salary for the Fire Captain classification and shall be cumulative provided the total maximum monthly award payable to any employee shall not exceed seven and a half percent (7.5%) of the top step base salary for the Fire Engineer classification (for employees who do not possess a degree) and seven and a half percent (7.5%) of the top step base salary for the Fire Captain classification (for employees that possess

a degree). Employees may not receive certification pays for both a degree and their unit equivalencies (i.e., employee cannot receive pay for both 60 units and an Associate's Degree).

c. The parties recognize that this program needs to be reviewed and updated on a periodic basis to ensure its vitality and relevance including reviewing any revisions to the California State Fire Training (SFT) course matriculation plans.

d. Potential certification equivalencies (i.e., FEMA, NWCG, etc.) will be considered and approved by the Fire Chief on a case-by-case basis.

e. Employees who possess a certification for a promotional classification are eligible for move-up assignments and pay.

f. For all certifications that have an SFT task book, employees will be required to complete the SFT task book or department specific task book as determined by the Fire Chief.

g. Employees must submit official documentation/transcripts/completed task books to Fire Administration confirming that they are in possession of the required certifications and degrees prior to receiving an award.

h. Fire Administration will be responsible for notifying the Human Resources Division of the award qualification, upon verification that an employee has met the required criteria. The effective date of the certification pay will be the 1st day of the payroll in which Fire Administration received the official documentation. Should there be a delay in the receipt of a certification due to SFT, the effective date of the certification pay may be applied retroactively by the Fire Chief on a case-by-case basis.

i. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

j. It is the intent of the parties that any units/degrees submitted are accredited by Western Association of Schools and Colleges, Council for Higher Education Accreditation, or pre-approved by the Fire Chief or designee.

24.3 **MONTHLY AWARDS** – The monthly awards are listed in the following chart.

Classification	Certification/Degree	Monthly Award
Firefighter **Fire Engineer** **Fire Captain**	**Fire Investigator (eff 7/1/24)** Investigator II (prior to 7/1/24)	0.75%
	Fire & Emergency Services Instructor 2 (eff 7/1/24) Instructor II (prior to 7/1/24)	0.75%
	Fire & Emergency Services Instructor 3 (eff 7/1/24) Instructor III (prior to 7/1/24)	0.75%
	Fire Inspector I (eff 7/1/24) Prevention Officer II/Fire Inspector I (prior to 7/1/24)	0.75%
	Fire Inspector II (eff 7/1/24) Prevention Officer III/Fire Inspector II (prior to 7/1/24)	0.75%
	Fire & Life Safety Educator (eff 7/1/24) Public Education Officer (prior to 7/1/24)	0.75%
	CMFR Certified Engineer (eff 7/1/24) Driver/Operator I (prior to 7/1/24) (Pump Apparatus – classes only, eff 7/1/24) (Fire Apparatus/Operator Pump – classes only prior to 7/1/24)	1.25% 0.75% (DOI)
	Structural Collapse Specialist I (eff 7/1/24) Rescue Specialist (Rescue Systems I & II prior to 7/1/24)	0.75%
	Confined Space Operational Technician (Confined Space Rescue Technician & Trench Rescue Technician eff 7/1/24) (Confined Space Operational Trench Shoring prior to 7/1/24)	0.75%
	Specialized Rescue Technician (Common Passenger Vehicle Extrication, River & Flood Rescue Technician Haz Mat First Responder, ICS-200 eff 7/1/24) (Vehicle Extrication, Swift Water Operational Technician, Haz Mat First Responder, ICS-200 prior to 7/1/24)	0.75%
	Firing Operations (CA 219 or S219) (eff 7/1/24)	0.50%
	Field Observer (S244) (eff 7/1/24)	0.50%
	Safety Officer (S404) (eff 7/1/24)	0.50%
	Firefighter Rescue and RIC Operations / Firefighter Survival (eff 7/1/24)	0.50%
	Fire Control III (eff 7/1/24)	0.50%
	Structural Collapse Specialist II (eff 7/1/24)	0.50%
	Firefighter II (prior to 7/1/08)	$70
	Company Officer (SFT Certified or CMFR Certified Captain) (eff 7/1/24) Fire Officer Certification/Company Officer (prior to 7/1/24)	1.75%
Fire Captain	**Chief Fire Officer (SFT Certified or CMFR Certified) (eff 7/1/24)** Chief Officer/Chief Fire Officer (prior to 7/1/24)	1.75%
Firefighter	**Tiller**	0.75%
Firefighter **Fire Engineer** **Fire Captain**	**60 units**	$120
	120 units (see Article 23)	N/A
	180 units	$180
	AS/AA Degree	1.75%
	BS/BA Degree (see Article 23)	N/A
	MS/MA Degree	2.25%

ARTICLE 25 - LAYOFF PROCEDURES

25.1 **THIRTY (30) CALENDAR DAYS -** In the event of a material change in the duties, mission or organization of the Costa Mesa Fire Department, or if a shortage of work or funds to operate the Fire Department develops, employees in the classified service may be laid off. Thirty (30) calendar days before the effective date of such a layoff, the appointing authority shall notify the Personnel Officer of the intended layoff, identifying any employee to be laid off and articulate the reasons therefore. Said employee shall be considered for re-employment as provided by the Personnel Rules and Regulations. If these layoff procedures result in the demotion of employees in rank (through bumping down), the last employee promoted shall be the first employee demoted. If position in rank becomes reinstated after demotion(s), then the last demoted will be the first promoted.

ARTICLE 26 - LEAVES OF ABSENCE

26.1 **LEAVES OF ABSENCE ENTITLEMENT** - For the purpose of computing entitlement to leaves of absence, an employee's continuous service shall be based on the effective date of initial probationary employment in the City service. Such date shall be the employee's anniversary date for vacation and sick leave purposes subject to the provisions contained herein.

26.2 **VACATIONS** - The purpose of annual vacation leave is to enable each eligible employee annually to return to their work mentally refreshed. Any leave of absence without pay shall not accrue vacation leave for each full pay period of such absence.

a. Regular full-time employees in the classified service with an average work-week of fifty-six (56) hours shall accrue an annual vacation with pay in accordance with following provisions:

1. For one (1) year or more of continuous full-time service, such employee shall have accrued one hundred twenty-eight point eight (128.8) working hours per year.

2. Upon completion of three (3) years of but less than five (5) years of continuous full-time service, such employee shall accrue one hundred sixty-two point four (162.4) working hours per year.

3. Upon completion of five (5) years, but less than ten (10) years of continuous full-time service, such employee shall accrue one hundred ninety-six (196) working hours per year.

4. Upon completion of ten (10) years, but less than fifteen (15) years of continuous full-time service, such employee shall accrue two hundred twenty-nine point six (229.6) working hours per year.

5. Upon completion of fifteen (15) years, but less than (20) years of continuous full-time service, such employee shall accrue two hundred sixty-three point two (263.2) working hours per year.

6. Upon completion of twenty (20) years of continuous full-time service, such employee shall accrue two hundred ninety-six point eight (296.8) working hours per year.

b. Maximum Accumulation of Vacation Leave

For employees assigned to the 56-hour suppression schedule

Years of Service	Annual 56-hour Accrual	Maximum Accrual
0-2	128.8	257.6
3-4	162.4	324.8
5-9	196	392
10-14	229.6	448
15-19	263.2	448
20+	296.8	448

For employees assigned to the 40-hour schedule

Years of Service	Annual 40-hour Accrual	Maximum Accrual
0-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

c. Vacation Leave Cash Outs

On or before the pay period which includes December 15 of each calendar year**,** an employee may make an irrevocable election to cash out up to one hundred and twelve (112) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

d. Vacation Leave – Vacation will be used in accordance with current accepted Fire Department procedures.

e. Terminal Vacation Pay **-** Upon termination, a permanent employee will receive compensation at their current rate for all unused earned vacation up to and including the date of termination.

26.3 **SICK LEAVE** - Sick leave shall be used in case of a bona fide illness of the employee upon approval. Sick leave may also be used for serious illness or emergency of their child, parent, spouse, registered domestic partner, grandchild, grandparent, sibling or designated person who is incapacitated and/or requires the service of a physician, and when the presence of the employee is required. The maximum number of hours that may be used for serious illness or emergency of their child, parent, spouse registered domestic partner, grandchild, grandparent, sibling or designated person is half of the employee's annual accrual pursuant to Labor Code Section 233. At the conclusion of the emergency, said employee shall return to work as soon as possible. The employee taking such sick leave shall notify their immediate supervisor prior to or within one-half (1/2) hour after the time set for the beginning of their daily duties, or

as otherwise specified by the department. When absence for illness is for more than two (2) consecutive work shifts, the employee may be required to present a physician's certificate verifying the illness or a personal letter of explanation for verification purposes to the on-duty Battalion Chief indicating fitness to return to duty. The Battalion Chief shall then forward the certificate or verification to Fire Administration.

a. Sick Leave Eligibility - Fire Department Members having a regular or probationary appointment shall accrue sick leave credit at the rate of twenty six percent (26%) of the standard average work-week for each full month of continuous service if the employee has worked or has been on authorized leave of absence with pay. Any leave of absence without pay shall not accrue sick leave for each full pay period of such absence.

b. Accumulation Of Sick Leave - Sick leave may be accumulated to a maximum of 672 hours in the primary sick leave bank. The secondary sick leave bank has no maximum accrual. If the primary sick leave bank credit accumulation is at the maximum, the biweekly amount of sick leave accumulation credit the employee earns during that pay period will be calculated and the employee will be granted pay or additional vacation accumulation in an amount equal to one-half (1/2) of this differential credit. The remaining one-half (1/2) accumulation shall be credited to the secondary sick leave bank.

26.4 **BEREAVEMENT LEAVE** - Whenever an employee is compelled to be absent from duty by reason of a death or critical illness where death appears imminent of grandparent, father, mother, brother, sister, (this includes step brothers and sisters) wife, husband, or child of employee, spouse, or domestic partner such employee shall, upon approval of their department director, be entitled to charge such absence as "bereavement leave" to a maximum of three (3) consecutive work shifts per occurrence. This leave may also be used in the case of a miscarriage by a female employee and/or employee whose spouse or registered domestic partner suffers a miscarriage. This would also apply in the case of a miscarriage by a surrogate. Any additional time that may be required must be approved by the Fire Chief (and will be approved if required by law) and will be charged first to sick leave, then the employee can choose between vacation, compensatory time off or floating holiday leave. If all such leaves are exhausted it will be charged to unpaid leave if the employee does not have accrued sick leave, vacation compensatory time off or floating holiday leave. The City Manager or designee, upon written request, may grant bereavement leave to an employee for persons in other relationships to the employee than are listed above.

26.5 **LEAVE OF ABSENCE WITHOUT PAY -** All paid leave must be exhausted prior to being granted leave without pay unless the employee is concurrently on a Family Care and Medical Leave or has reached the threshold for LTD eligibility. All paid leave must be exhausted prior to an employee being able to use catastrophic illness leave donations. Employees will not receive additional leave accruals while using catastrophic illness leave donations.

ARTICLE 27 - FITNESS ANALYSIS TESTING

27.1 **MANDATORY TESTING** - The City has a mandatory testing program for all employees represented by the Association with the exception of those members that may be on modified duty or are excused for medical reasons. Personnel on modified duty or excused for medical purposes shall be required to submit to the testing as soon as they are released to full duty. Failure to submit to the testing will be considered a failure. All members will be required to choose which of the below two options they will be participating in for that calendar year at a predetermined date. A member will not be allowed to change their selection until the following year.

Option One – Participate in the Santa Ana College Fitness Analysis: When a member chooses this option, they must pass the treadmill component with a minimum time of 10 minutes. Any member falling below the standard will immediately be subject to the provisions for test failure set forth below in Section 27.7.

Option Two - Participate in the Santa Ana College Physical Abilities Test: When a member chooses this option, they must complete the abilities test within 12 minutes. Any member with a time greater than 12 minutes will immediately be subject to the provisions for test failure set forth below in Section 27.7.

In cases where Santa Ana College refuses to test an employee, a letter from a testing facility/physician stating that the employee completed the required evaluation or test at a passing percentage for the physical fitness evaluation will be the required method of documentation.

27.2 **PROGRESS TRACKED -** The company officers, or a member designated by Fire Administration, shall track the progress of each member of their crew. Battalion Chiefs, or a member designated by Fire Administration, shall document the progress of each Captain under their command. Information regarding performance should be noted in annual performance reviews.

27.3 **DOCUMENTATION METHOD -** A letter from the testing facility stating that the member completed the evaluation or test at a certain percent for the physical fitness evaluation will be the method of documentation. No other information from the member shall be required by the City as proof.

27.4 **START DATE -** January 1 of each year will be the start date for that year's program.

27.5 **CITY COST -** The City will pay for the cost of options one and two, and whenever operationally feasible, provide time on duty to be tested. If the member elects to be tested off-duty, the member will not be paid overtime for that time.

27.6 **WORKERS' COMP -** The City will provide worker's compensation coverage for all on-duty and off-duty testing.

27.7 **TEST FAILURE** - The following process exists for failure of the Santa Ana College Fitness Analysis or Physical Ability Test:

First Failure - After the first failure, an expert in exercise (possibly an exercise physiologist) will design a six-month mandatory program to assist the individual in successfully attaining the minimum standard. A Captain or Battalion Chief will supervise this exercise program.

Second Failure - After the second consecutive failure, there will be another six-month mandatory supervised period.

Third Failure - After the third consecutive failure of the Santa Ana College Fitness Analysis or Physical Abilities test, the employee will be sent for a medical Fitness for Duty Exam paid by the City. Should the employee pass the Fitness for Duty Exam, the employee will continue in the mandatory supervised program for that year until such time that the employee passes the Santa Ana College Fitness Analysis or Physical Ability Test. Employees in this third situation will only be required to test on an annual basis. If the employee does not pass the Medical Fitness for Duty, the appropriate process will be initiated.

ARTICLE 28 - DISABILITY DISCRIMINATION

28.1 **DISCRIMINATION AVOIDANCE -** Because the Americans with Disabilities Act (**"**ADA") and the California Fair Employment and Housing Act ("FEHA") require accommodations for individuals protected under the ADA, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may be disregarded in order for the City to avoid discrimination under ADA or FEHA relative to hiring, promotion, granting permanency, promotions**,** transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

28.2 **INTERACTIVE PARTICIPATION -** The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of any proposed accommodations prior to implementation.

28.3 **PAST PRACTICE -** Any accommodation provided to an individual protected by the ADA or the FEHA, which are pursuant to ADA or FEHA, shall not establish a past practice, nor be cited or used as evidence of a past practice in any grievance/arbitration procedure.

ARTICLE 29 - COMPUTER AND INTERNET USE

29.1 **CITY POLICY -** Members of the Association agree to adhere to the City's Computer Use and Internet Authorization Policies. The City will continue to maintain an Intranet bulletin board for Association use.

29.2 **ASSOCIATION-PAID LINES -** The City agrees that Association-paid phone lines, cable lines or other means paid for by the Association in fire stations can be used by members to gain Internet access with the understanding that such usage will be in a responsible, ethical and legal manner.

ARTICLE 30 - DRUG TESTING FOR FIRE ENGINEERS

30.1 **REASONABLE SUSPICION -** The City will conduct reasonable suspicion drug testing for Fire Engineers and random testing for entry-level probationary employees per the City's Drug and Alcohol Policy Pursuant to the Department of Transportation Regulations.

ARTICLE 31 - GRIEVANCE PROCEDURES

31.1 **SUPERCEDE RULES AND REGULATIONS -**The following guidelines supersede Sections 3 and 4 of Rule 25, Grievance Procedure, of the City's Personnel Rules and Regulations.

31.2 **DEFINITION** - A "grievance" is a formal, written allegation by an aggrieved employee or the Costa Mesa Firefighters' Association that an employee has been adversely affected in the terms and conditions of their employment by violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, department rules, standard operating procedures and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Discipline Appeals Procedure.

31.3 **PROCEDURE**

a. Informal Resolution: Every effort shall be made to resolve a grievance through discussion between the employee and their immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

b. The supervisor must respond with the answer within (14) calendar days of the meeting.

c. If the supervisor's response does not result in an acceptable solution, the grievant and/or the Association may exercise its right to either proceed with the steps in this Grievance Procedure or waive the additional grievance steps and institute judicial proceedings.

d. Within fourteen (14) calendar days from the date of receiving the answer from their supervisor, the grievant may request and be granted an interview with the Deputy Chief or designee, in order to discuss the grievance further.

e. The Deputy Chief or designee must respond with the answer in writing within (14) calendar days of the meeting. Within seven (7) calendar days from the date of receiving the answer from the division manager, the grievant may request, in writing, and be granted an interview with the Fire Chief or designee.

f. The Fire Chief or designee shall render their decision in writing within fifteen (15) calendar days of receiving the grievance. If the Fire Chief or designee and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the department director, submit a written request with the City Manager or designee.

g. The City Manager or designee shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The City Manager or designee shall have the option of scheduling a meeting to hear the grievance, or a response shall be provided in writing. This will be considered an expression of management's viewpoint, and shall be the final administrative review.

h. If the time limits for further processing the employees' grievance at any step defined above should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent.

i. The employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, they shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

j. The employee and/or their representative may use a reasonable amount of work time as determined by the appropriate supervisor or department director in presenting the appeal. However, no employee shall absent themself without first being excused by their supervisor.

k. No employee shall be required to be represented by an employee organization in processing a grievance.

l. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

m. The settlement terms of a grievance that is processed by an employee individually or by an informally recognized employee representative shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit, if any.

n. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document that all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

o. In the case of an alleged contract violation where the Association has been unsuccessful in its attempts to resolve the matter with authorized representatives of the City, the Association may exercise its right to institute judicial proceedings, and its failure to pursue this grievance procedure shall not be regarded as a failure to exhaust administrative remedies.

ARTICLE 32 - DISCIPLINARY PROCEDURES

32.1 **SUPERCEDE RULES AND REGULATIONS -** Any conflict or discrepancy between this Article and Rule 26 of the Personnel Rules and Regulations shall be clarified in accordance with this Article.

32.2 **BASIS FOR DISCIPLINARY ACTION** - The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which. shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance record. Disciplinary action shall be based upon any of the following grounds:

a. Fraud in securing employment or making a materially false statement on an application for employment or on any supporting documents furnished with or made a part of any application.

b. Incompetency such as failure to comply with the minimum standards for an employee's position for a significant period of time.

c. Neglect of duty, such as failure to perform the duties required of an employee's position.

d. Willful disobedience and insubordination such as a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.

e. Dishonesty involving employment.

f. Being under the influence of alcohol or intoxicating drugs while on duty without a prescription.

g. Abuse of alcoholic beverages, narcotics or any habit-forming drug, in violation of the City's drug testing policy.

h. Inexcusable absence without leave.

i. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.

j. Discourteous treatment of the public.

k. Improper or unauthorized use of City property.

l. Violation of the rules and regulations of any department.

m. Any act of conduct undertaken which, either during or outside of duty hours, is of such a nature that it causes discredit to fall upon the City, the employee's department or division.

n. Failure to maintain proper conduct during working hours causing discredit to the employee's department or division.

o. Abuse of sick leave.

p. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.

q. Outside employment which conflicts with the employee's position and is not specifically authorized by the department head.

r. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to the employee's regular compensation, as a personal benefit to the employee for actions performed in the normal course of the employee's assigned duties.

s. Falsification of any City report or record, or of any report or record required to be, or filed by the employee.

t. Violation of any of the provisions of the City Code, ordinances, resolutions, or any rules, regulations or policies which may be prescribed by the City Council, City Manager, department manager or supervisor.

u. Political activities precluded by Local, State or Federal law.

v. Other acts which are incompatible with service to the public.

32.3 **TYPES OF DISCIPLINE** - The following procedures shall be followed when, in the judgment of the Fire Chief or designee, an employee has committed an act or omission that justifies disciplinary action. Except for written warnings/reprimands, the Fire Chief or designee shall advise employees of contemplated

disciplinary actions in writing and allow the employee reasonable opportunity to respond to such charges prior to taking action.

When life, or employee safety, is endangered, or the self-control of an employee is questionable, a supervisor shall take immediate action to reduce or eliminate the danger or to establish control. In case of an emergency, an employee shall have all of the rights set forth herein except that in the discretion of the appointing authority, an employee may be placed on administrative leave with pay pending pre-disciplinary procedures. The City Manager or designee must be contacted immediately.

a. Warning/Reprimand - If the warning/reprimand is in writing, the Fire Chief or designee shall give the employee a copy and forward a copy to the City Manager or designee for review and retention in the employee's personal history file. A written warning/reprimand shall contain a description of the events which necessitated the action, specific expectations of change or improvement to be demonstrated by the employee, and notice of further action in the event a change by the employee does not occur. An employee shall have the right to attach a written rebuttal to this warning/reprimand.

b. Suspension - The Fire Chief or designee may suspend an employee with or without pay from their position. The appointing authority shall advise the City Manager or designee in writing of such intended action and shall give a copy of such statement to the employee. The written statement shall be accompanied by copies of all materials relating to the subject of the proposed discipline and shall contain a description of the events which necessitated the suspension, a statement of the charges, the right of the employee to meet with the appointing authority and/or to respond in writing within a reasonable time frame to the charges, and notice of further action in the event a change by the employee does not occur. Unless extended by approval of the City Manager or designee on written recommendation of the Fire Chief or designee, the maximum period of suspension shall be thirty (30) calendar days.

c. Demotion or Reduction in Pay - The Fire Chief or designee shall advise the City Manager or designee in writing of their intention to demote or reduce the salary of an employee prior to taking such action. In demoting an employee or reducing their salary, the department director shall make a written notice and shall give a copy of said notice for demotion or reduction in pay to the employee and forward a copy to the City Manager or designee for review and retention in the employee's personal history file. The written statement shall be accompanied by copies of all materials relating to the subject of the proposed discipline and shall contain a description of the events which necessitated the demotion, a statement of the charges, the right of the employee to meet with the appointing authority and/or respond in writing within a reasonable time frame to the charges, and notice of possible further action in the event a change or improvement by the employee does not occur.

d. Dismissal - The Fire Chief or designee shall advise the City Manager or designee in writing of their intention to dismiss an employee before taking such action. In dismissing an employee, the department director shall make a written notice and shall give a copy of said notice of dismissal to the employee and forward a copy to the City Manager or designee for review and retention in the employee's personal history file. The written statement shall be accompanied by copies of all materials relating to the subject of the proposed discipline and shall contain a description of the events which necessitated the dismissal, a statement of the charges, and the right of the employee to meet with the appointing authority and/or respond in writing within a reasonable time frame to giving the employee notice of the charges.

32.4 **NOTICES** - Written notices will be given to the employee in person whenever possible and the employee's signature obtained to indicate receipt. In the absence of personal service, the notice may be sent by registered mail.

32.5 **EMPLOYEE'S RESPONSE** - An employee's opportunity to respond to the appointing authority is not intended to be an evidentiary hearing. An employee has the right to have a representative of their own choosing at the meeting. The employee need not be accorded the opportunity to cross-examine a departments' witnesses. However, the limited nature of this response does not obviate the appointing authority's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the department director's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

The appointing authority will evaluate the proposed discipline in light of the employee's response, if any. Within five (5) business days of the employee's response, or other deadline for response established by the parties, the decision of the appointing authority will be transmitted in writing to the employee. Service of the decision will be in person or by registered mail.

32.6 **APPEAL PROCEDURES** - Any permanent employee in the classified service shall have the right to appeal any termination or demotion**.** The appeal process shall not be applicable to probationary employees. The appeal process shall not be applicable to verbal reprimands, performance evaluations and denial of merit increases.

An employee desiring to appeal the appointing authority's decision shall have ten (10) calendar days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager or designee and received in the Human Resources Division and date stamped by the Human Resources Division within the 10-day period.

If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the appointing authority shall be considered conclusive and shall take effect as prescribed. With respect to demotions and terminations, if, within the 10-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Division, an advisory arbitration appeal hearing shall be established as follows:

a. The employee shall file a written request with the Human Resources Division for advisory arbitration.

b. At the initiation of this MOU and the beginning of each subsequent calendar year, a list of registered arbitrators will be certified by the parties. CMFA and the City shall each submit the names of five (5) arbitrators to complete a listing of ten (10) arbitrators. The arbitrators shall be registered with the American Arbitration Association, California State Conciliation Service or some other agreed upon source. If a new list of arbitrators is not certified prior to February 28th of each calendar year, then the previous year's list of arbitrators will be carried over.

c. Within seven (7) calendar days of the employee's request for an arbitration appeals hearing, each party will strike three names from the established list. If a mutual agreement cannot be reached between the parties as to the selection of an arbitrator from the remaining four, the matter will be heard by the first available arbitrator who fits within the time frames of the process. The party to have the first opportunity to strike a name from the list of ten arbitrators shall be determined by lot. The priority of striking names shall alternate from one party to the other each time advisory arbitration is invoked by the same parties.

d. The selected arbitrator shall serve as the hearing officer.

e. Where practicable, the date for a hearing shall not be less than 20 calendar days, nor more than 60 calendar days, from the date of the filing of the appeal with the City Manager or designee. The parties may stipulate to a longer or shorter period in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing and the identity of the hearing officer to whom the matter has been assigned.

f. All hearings shall be private; however, the employee may request to open the hearing to the public.

g. Subpoenas and subpoenas duces tecums pertaining to a hearing shall be issued at the request of either party to the Hearing Officer, not less than seven (7) calendar days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

h. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules that might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

i. Each party shall have these rights: To be represented by legal counsel or other person of their choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called them to testify; and to rebut the evidence against them. If the employee does not testify in their own behalf, they may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

j. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   1. The party imposing discipline shall be permitted to make an opening statement;

   2. The appealing party shall then be permitted to make an opening statement;

   3. The party imposing disciplinary action shall produce the evidence on their part; the City bears the burden of proof and burden of producing evidence;

   4. The party appealing from such disciplinary action may then open their defense and offer their evidence in support thereof, the employee bears the burden of producing evidence for any affirmative defenses asserted;
   5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;

   6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

k. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. They shall base their findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in their discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, before or during a hearing, may grant a continuance for any reason they believe to be important to reaching a fair and proper decision. The hearing officer shall render their judgment as soon after the conclusion of the hearing as possible and in no event later than 30 days after conducting the hearing, absent a stipulation from the parties that a longer period of time is warranted. Their decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

l. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. They may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. They may not recommend discipline more stringent than that issued by the department director.

m. The record of the administrative hearing and the hearing officer's opinion and recommendation shall be filed with the City Manager or designee, with a copy sent to the charged employee, and the City Manager or designee and shall set forth their findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

n. The City Manager or designee shall read the administrative record of the hearing, review the hearing officer’s opinion and recommendation and then render a decision on the appeal within thirty days of the filing of said opinion and recommendation. The decision of the City Manager or designee shall be final and conclusive. Copies of the City Manager or designee’s decision, shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager or designee.

o. The City shall bear the cost to the parties for the facilities, fees and expenses of the hearing officer if the hearing officer is not an employee of the City. These fees also include the fee of the court reporter and the costs of preparing the transcripts of the hearing. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process may not apply to mutual settlements by the parties that result in an arbitration fee.

p. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager or designee, the time of such discipline shall relate back to the date the employee was disciplined or after delivery of the City Manager or designee’s decision if discipline was stayed pending the arbitration hearing. If the City Manager or designee’s decision results in a reduction or elimination of a recommended loss of pay, the pay loss shall be restored to the employee.

q. In the cases of appeals from suspensions and reductions in pay, the hearing shall be conducted by the City Manager or designee. The employee shall bear none of the costs of the facilities, the hearing officer or other costs incurred by the City.

r. The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this section, including the appeal of the City Manager or designee’s final determination into the California Court System, which must be made in accordance to the time

standards and procedures established by Section 1094.5 and 1094.6 of California's Code of Civil Procedure.

ARTICLE 33 - RETURN TO WORK POLICY

33.1 **PHYSICIAN RELEASE -** The City has implemented through an Administrative Regulation a "Return to Work Policy" for employees who are released by their physician(s) to return to work for full duty in the manner set forth in Administrative Regulation 2.5 – Temporary Limited/Modified Duty.

33.2 **RETURN TO WORK TESTING**

a. Employees on Leave of Absence for More Than Ten Shifts but Less Than Six Months - Upon return to work for duty on the first shift, for any leave of absence of ten shifts or more (except Vacation) but less than six months, the employee will have a manipulative abilities test administered at the training tower by the Training Officer and/or their designee with the employee tested in the following areas:

1) Pull and extend 1 ¾" crosslay (200') pre-connected line
2) Able to crawl following one section (50') of 1 ¾" hose
3) Perform both tip and butt positions of a 24' extension ladder (includes raising and lowering the fly)
4) Don Breathing Apparatus in accordance with current standards (under 2 minutes)
5) Carry two spare S.C.B.A. bottles in full turnouts and wearing a S.C.B.A. to the 2nd floor landing.

b. Employees on Leave of Absence for Six Months or More – Upon return to work for duty on the first shift for any leave of absence of six months or more, the employee shall participate in the manipulative abilities test as described in Section 32.2 (a) and shall be required to complete the position specific tasks per the current Costa Mesa Fire and Rescue Policy Manual titled "Return to Work". The parties agreed to meet and confer on any changes to the "Return to Work" policy.

33.3 Any member not passing any of the above will placed on remedial training as described in the Costa Mesa Fire and Rescue Policy Manual titled "Return to Work".

ARTICLE 34 - MAXIMUM AGE FOR PUBLIC SAFETY EMPLOYEES

34.1 **ADMINISTRATIVE REGULATION -** The City shall implement an Administrative Regulation regarding the maximum age for public safety employees in the manner set forth in Administrative Regulation 2.4 – Maximum Age Policy for Public Safety Employees.

ARTICLE 35 - MEET AND CONFER IN GOOD FAITH

35.1 **ACT OR DECISION IMPACTING TERMS -**The City and CMFA agree to meet and confer in good faith within two weeks after passage of any Act or decision of any court of competent jurisdiction which has significant financial impact upon the City and may, as a result, affect the terms and conditions stated herein.

35.2 **NEW CONTRACT NEGOTIATIONS -** The parties agree to meet and confer in good faith after April 2027 (or earlier if both parties agree) on wages, hours and other terms and conditions of employment to be effective on or after the first pay period in July 2027.

REPRESENTATIVES OF THE COSTA MESA FIRE MANAGEMENT ASSOCIATION

STEVEN CATHEY
CMFA President

NICHOLAS CERCIELLO
CMFA Negotiations Team Member

MARK M. GEIGER JR.
CMFA Negotiations Team Member

ANDREW HARRIS
CMFA Negotiations Team Member

BRENT TURNER
CMFA Negotiations Team Member

REPRESENTATIVES OF THE CITY OF COSTA MESA

CECILIA GALLARDO DALY
Interim City Manager

ALMA L. REYES
Acting Assistant City Manager

CAROL MOLINA
Finance Director

KASAMA LEE
Human Resources Manager

FANNI ACOSTA
Human Resources Administrator

CATHLEEN SERRANO
Acting Senior Budget Analyst

ATTACHMENT 4

MEMORANDUM OF UNDERSTANDING

Costa Mesa

Between The Representatives Of The

Costa Mesa Fire Management Association

And The City of Costa Mesa

2024

2027

REVISED 9/16/25

CMFMA
MEMORANDUM OF UNDERSTANDING

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ARTICLE 1 - RECOGNITION/PREAMBLE

1.1 By resolution of the City Council of the City of Costa Mesa and pursuant to the provisions of the Meyers-Milias-Brown Act, Section 3500 et. seq. of the California Government Code, the City of Costa Mesa (hereinafter called the "City") has recognized the Costa Mesa Fire Management Association (hereinafter called the "Association" or "CMFMA") as the exclusive representative and agent for collective bargaining of the sworn members of the City of Costa Mesa Fire Department (hereinafter "Department" or "Fire Department") in the unit of representation consisting of the job classification of Battalion Chief excluding all non-sworn Fire Department employees (hereinafter referred to as "represented employees" or "unit members") . The Association and the City are the Parties to this agreement and are jointly recognized herein as "The Parties."

1.2 This Memorandum of Understanding (MOU) has been prepared by representatives of the City and representatives of the Association who have met and conferred in good faith, examining a number of proposals and counter proposals concerning wages, hours of employment, fringe benefits and other terms and conditions of employment for represented employees.

1.3 It is the mutual understanding of the City and Association that this MOU shall be submitted to the Costa Mesa City Council with the joint recommendation of the parties that the terms of this MOU be adopted, and that said City Council will take such other action as may be needed to implement its provisions.

1.4 The wages, hours and other terms and conditions of employment currently in effect for the job classification covered herein shall remain in effect unless modified, amended or deleted by this MOU or subsequent MOUs, or unless a tribunal of competent jurisdiction holds that any part of this MOU is found to be insufficient, in conflict or inconsistent with other laws or contractual obligations of the Parties, or otherwise held to be invalid**,** unlawful or unenforceable, in which case such part or provision, and only such part or provision, shall be severed from this MOU or shall be suspended or superseded by such applicable laws and regulations. If such legal severance invalidates a benefit defined herein, said benefit shall be replaced by an item or alternative benefit of comparable value to the extent allowed by law. The Parties shall meet and confer in good faith to determine the replacement, or if any replacement is possible.

1.5 The Parties hereby agree that all of the material terms and conditions of previous agreements between CMFMA and the City and applicable Resolutions are hereby superseded by the adoption of this MOU.

1.6 For the term of this MOU, neither party shall be compelled to meet and confer with the other concerning any issue within the scope of representation of the Association. Each Party to this MOU hereby expressly waives its right to demand that the other Party meet and confer concerning any issue within the scope of representation of the Association. However, nothing in this MOU shall prohibit these Parties from exploring the possibility of amending this agreement over any issue within the scope of representation of the Association, if, and only if, both Parties hereto mutually agree to do so.

1.7 Continuous uninterrupted and efficient service to the community of Costa Mesa by the City and its employees, and orderly employer-employee relations are essential considerations of this MOU. Accordingly, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, "sick-outs", non-informational picketing, boycotting, work stoppages, slow-down strikes or any other concerted job actions constituting refusal to render services, including overtime or any other curtailment or restriction of work and services at any time during the term of this MOU.

1.8 The Association recognizes its duty and obligation to comply with the provisions of Section 1.7 of this MOU and to make every reasonable effort to assure that all employees covered by this MOU similarly do so. In the event of any concerted activity by employees in violation of the provisions of Section 1.7, the Association hereby agrees to direct its members to cease said action or conduct forthwith.

1.9 Except as modified by this agreement, all rights to manage, organize, direct and control the City's Fire Department are retained exclusively by the City and its management personnel.

1.10 During the term of this MOU, the parties agree either side can propose MOU language to clean up provisions which are either outdated or in need of modification. Any language changes must be mutually agreeable.

ARTICLE 2 - TERM OF AGREEMENT

2.1 **TERM -** The term of this three-year MOU will commence on July 1, 2024, and will expire on June 30, 2027.

ARTICLE 3 - BASIC SALARIES AND WAGES

3.1 **COMPENSATION** - Employees covered by this Agreement shall be compensated at the established monthly base salary rates under the Basic Pay Schedule for sworn fire personnel.

3.2 **SALARY ADJUSTMENTS** – The salary adjustments will be implemented for the classification of Battalion Chief**.** The City will adjust the monthly base salary for CMFMA members based on the following:

First Year of the Agreement - Effective the pay period that includes July 1, 2024, monthly base salary of represented employees shall be increased by 5%.

Second Year of the Agreement - Effective the pay period that includes July 1, 2025, monthly base salary of represented employees shall be increased by 3.75%.

Third Year of the Agreement - Effective the pay period that includes July 1, 2026, monthly base salary of represented employees shall be increased by 3.75%.

3.3 **MANDATORY DIRECT DEPOSIT** – All association employees shall be required to enroll in payroll direct deposit. Paychecks will be electronically paid to an employee's bank account. Upon separation, employees will receive their final paycheck electronically.

ARTICLE 4 - PROMOTIONS

4.1 **RATE OF PAY** - Current administrative regulations provide that when an employee is promoted that the promotee shall be placed at a step within the appropriate salary range for the new classification that pays at least five percent (5%) higher than the rate of pay earned prior to the promotion, provided that the promotee's new rate of compensation does not exceed the top step of the new position's appropriate salary range. In making this determination, "the rate of pay earned prior to the promotion" shall include all "compensation earnable" as defined by the Public Employees Retirement Law [Gov. Code § 200000 et seq.]

ARTICLE 5 - HEALTH INSURANCE

5.1 **IRS SECTION 125 BENEFIT PLAN -** The City shall provide the amount listed below toward the payment of premiums under an IRS Section 125 Benefit Plan. Core benefits include life and long term disability insurance. Medical insurance is a required core benefit which a City employee is required to carry if a City employee is not covered by another medical insurance plan with comparable coverage at the end of the open enrollment period.

5.2 **PEMHCA -** Employees shall have the option of choosing medical coverage under the Public Employees' Medical Health Care Act (PEMHCA).

5.3 **CONTRIBUTION AMOUNT -** The City shall contribute an amount toward the executive flexible benefit plan bucket (which includes the PERS statutory minimum) for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Platinum medical plan under the California Public Employees' Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the executive employee.

5.4 **QUALIFICATION FOR FLEX CONTRIBUTION -** Employees must receive compensation for the entire pay period to receive the flexible benefit contribution amount. Use of accrued leave qualifies as compensation for this purpose. Employees will be ineligible for the flexible benefit contribution if the employee records absence without pay hours within the pay period. Catastrophic illness leave donations to employees will not meet the qualifications for the flex contribution. Disciplinary actions will not disqualify an employee from receiving the flex contribution. This provision shall not apply to a pay period during which an employee has exhausted all paid leave benefits. Its application shall take effect the following pay period.

ARTICLE 6 - RETIREMENT

6.1 **CALPERS -** The City contracts with CalPERS for retirement benefits. The definitions of "new member" and "classic member" are set forth below:

A. "Classic Member" Employees

1. Retirement Formula: The City contracts with CalPERS to provide the 3% at 50 retirement formula (Tier 1) for all employees hired before December 31, 2012, as set forth in California Government Code Section 21362.2. For employees hired on or after December 31, 2012, who are classic members as defined, the City contracts with CalPERS to provide the 2% at 50 retirement formula (Tier 2) as set forth in California Government Code Section 21362.

2. Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which "classic member" employees hired prior to December 31, 2012, in the unit are included per Government Code

section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired on or after December 31, 2012, who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.

3. Payment of Employee/Member Contribution:

   a. Tier 1 Employees Subject to the 3%@50 formula:

      i. Employees will pay the full nine percent (9%) CalPERS member contribution as compensation earnable towards their CalPERS member contribution. The City pays and reports zero percent (0%) as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

   b. Tier 2 Employees Subject to the 2%@50 formula:

      i. Employees pay the full nine percent (9%) CalPERS member contribution. The City pays and reports zero percent (0%) as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691.

The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

4. Cost Sharing:

   a. Employees in tier 1 subject to the 3%@50 formula pay additional retirement contributions into their employee account with PERS as cost sharing as follows:

      i. Effective at the beginning of the pay period which includes July 1, 2024, employees pay five percent (5%) compensation earnable as cost sharing in accordance with Government Code section 20516(a) and an additional three percent (3%) of compensation earnable pursuant to the cost sharing provisions set forth in Government Code section 20156(f). When this five percent (5%) and three percent (3%) is added to the employees' payment of nine percent (9%) towards their member contribution, employees shall pay seventeen percent (17%) compensation earnable towards their pension.

   b. Employees in tier 2 subject to the 2%@50 formula pay additional retirement contributions into their employee account with PERS as cost sharing as follows:

      i. Effective at the beginning of the pay period which includes July 1, 2024, these employees will pay an additional eight percent (8%) compensation earnable as cost sharing in accordance with Government Code section 20516(f). When this eight percent (8%) is added to the employee's payment of nine percent (9%) towards their member contribution, employees shall pay seventeen percent (17%) compensation earnable towards their pension.

B. "New Members" (Tier 3) as Defined by the Public Employees' Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2.7%@ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d).

2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

4. Cost Sharing:

   a. Employees who are defined as "New Members" by the PEPRA and who subject to the 2.7%@57 formula pay additional retirement contributions as cost sharing as follows:

      i. Effective at the beginning of the pay period which includes July 1, 2024, these employees will pay one quarter percent (0.25%) compensation earnable as cost sharing in accordance with Government Code section 20516(f).

   b. Notwithstanding subparagraph 4(a) above, subsequent to July 1, 2024, the cost share payment for PEPRA employees will fluctuate if the normal cost rate changes. If the half the normal cost rate reduces below thirteen and three quarters percent (13.75%), the cost share (per Government Code section 20516(f) will go up so that when combined with the half the normal cost rate, the employee is paying a total of fourteen percent (14%) for retirement. If the half the normal cost rate increases above thirteen and three quarters percent (13.75%), the cost share (per Government Code section 20516(f) will go down so that when combined with the half the normal cost rate, the employee is paying a total of fourteen percent (14%) for retirement. If the half the normal cost rate goes above fourteen percent (14%), there will be no cost share payment due from the PEPRA new member (Tier 3) employees. Rather, the employee will just pay the applicable half the normal cost rate as determined by CalPERS.

      If one-half the normal cost rate exceeds fourteen percent (14%) (and it is rounded by CalPERS to the nearest one-quarter of a percent), the City will contribute the amount above fourteen percent (14%) to the deferred compensation account (per IRS Code section 457(b)) of each new member.

6.2 **CALPERS CONTRACT** - The City will continue to provide pension benefits to represented employees in accordance with the CalPERS contract in effect on the effective date of this MOU. The City's contract with CalPERS for fire safety employees includes the following options:

- Section 21363.2 (3% @ 50 formula for Tier 1 classic employees only)
- Section 21362 (2% @ 50 formula for Tier 2 classic employees only)
- Section 7522.25(d) (2.7% @ 57 formula for new members)
- Section 20042 (One Year Final Compensation for Tier 1 classic employees only)
- Section 20037 (Three Year Final Compensation for Tier 2 classic employees and new members only)
- Section 20516(a) (Employees Cost Share, Tier 1 and Tier 2 classic employees only)
- Section 20965 (Credit for Unused Sick Leave)
- Sections 21624/ 21626 (Post-Retirement Survivor Allowance)
- Section 21620 (Retired Death Benefit of $500)
- Section 21329 (COLA of 2%)
- Section 20903 (Two Years Additional Service – Golden Handshake)
- Section 21635 (Post-Retirement Survivor Allowance Continues After Remarriage)
- Section 21573 (Third Level of 1959 Survivor Benefits)
- Section 21551 (Death Benefit Continues After Remarriage)
- Section 20055 (Credit for Service Before CalPERS Contract)
- Section 20938 (Limited Prior Service Credit to Employees on Contract Date)
- Section 21536 (Local System Service Credit for Basic Death Benefit)
- Section 20481 (Transfer of Local System Assets to CalPERS)
- Section 21427 (Disability Retirement - Maximum 50% of Final Compensation)
- Section 21024 (Military Stats 76)
- Section 21022 (Public Service Layoff)
- Section 21548 (Pre-Retirement Option 2W)
- Section 21027 (Military Retiree)
- Section 21023.5 (Peace Corps/AmeriCorps Service)
- IRC 414(h)(2) (Pre-tax payroll deduction plan for service credit purchase)

ARTICLE 7 - RETIREE MEDICAL PROGRAMS

7.1 **RETIRED EMPLOYEES' MEDICAL PROGRAM** - The City shall continue to provide life and medical insurance for retired employees of the City as defined in Council Policy 300-1. Employees hired after January 1, 2004, who have funds on deposit in the Retirement Health Savings plan (contributions to which have been suspended) will maintain those funds.

ARTICLE 8 - HOLIDAY PAY BANK

8.1 The following Holiday Pay provisions are effective May 1, 2023.

8.2 **DESIGNATED HOLIDAYS** - The following are the City designated holidays for employees covered by this agreement:

New Year's Day January 1st	Juneteenth June 19th	Thanksgiving Day 4th Thursday in November
Martin Luther King, Jr. 3rd Monday in January	Independence Day July 4th	Day after Thanksgiving 4th Friday in November
President's Day 3rd Monday in February	Labor Day 1st Monday in September	Christmas Day December 25th
Memorial Day Last Monday in May	Veteran's Day November 11th	

8.3 In the event any of the above holidays fall on Saturday, the preceding Friday will be observed. In the event any of the above holidays fall on Sunday, the following Monday will be observed. All employees covered by this agreement work in positions that require scheduled staffing without regard to holidays.

8.4 **56-HOUR EMPLOYEE** (13.2364 hours per holiday) **-** At the end of any pay period during the payroll calendar year, employees may elect to receive a cash payment for earned holiday pay benefits of 13.2364 hours for each holiday for a total of 145.6 hours. At the end of the payroll calendar year, any remaining holiday hours will be cashed out on the last payroll of the payroll calendar year. Holiday pay cannot be converted into leave or compensatory time off.

8.5 **40-HOUR EMPLOYEE** (9.455 hours per holiday) **-** At the end of any pay period during the payroll calendar year, employees may elect to receive a cash payment for earned holiday pay benefits of 9.455 hours for each holiday for a total of 104 hours. At the end of the payroll calendar year, any remaining holiday hours will be cashed out on the last payroll of the payroll calendar year. Holiday pay cannot be converted into leave or compensatory time off.

8.6 Holiday pay will be paid at the employee's base rate of pay.

8.7 If an employee separates from the service of the City and has used or been paid for holiday pay in advance of the date(s) or day(s) the holidays actually occurred, the City will deduct the cash value for holiday benefits already paid, but unearned at the time of separation from the employee's final paycheck.

8.8 Employees are only eligible for holiday pay for the designated holidays that occur during the term of their employment (e.g., an employee hired on January 10, will not be eligible for holiday pay for New Years Day for the calendar year of their hire, but would be eligible for Martin Luther King Day and any further designated holidays which fall during their employment).

8.9 **ADDITIONAL HOLIDAY -** If the City provides an additional holiday to any other employee group during the term of this contract, the City will also provide the cash value of that additional holiday to employees covered by this agreement.

8.10 The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 9 - BILINGUAL PAY

9.1 **BILINGUAL CERTIFICATION -** Employees who meet the Department/City established standards and are routinely and consistently assigned to communicate in Spanish, Vietnamese, American Sign Language (ASL) and any other language approved by the City Manager shall receive two and one-half percent (2.5%) or five percent (5%) of the top step base salary for the Fire Engineer classification depending on level of proficiency. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

9.2 **QUALIFICATION FOR 2.5% CERTIFICATION -** The following standard of spoken Spanish, Vietnamese, or American Sign Language is followed for the 2.5% Certification:

A. The applicant has the ability to create with language, recombining and adapting learned material to express personal meaning and can handle simple situations and transactions in the course of their work such as paramedic calls, explanation of procedures, obtaining personal information, symptoms and health history, instructions to victims and onlookers, among others.

B. The applicant is able to maintain simple face-to-face conversations, asking and answering questions regarding everyday survival on topics most related to self and immediate work environment; courtesy requirements, and personal needs during the course of routine calls not likely to be of a life-or-death nature.

C. The applicant can be understood with some repetition by a sympathetic native speaker.

D. The applicant demonstrates mastery of work-related vocabulary including: time, days of the week, months, family members, parts of the body, motions and states, greetings, home and community, food and beverages, alphabet and numbers, vehicles, simple commands, interrogatory words, etc.

E. Accuracy is required in the present tense and gender distinctions.

F. Core vocabulary of 300-600 words.

9.3 **QUALIFICATIONS FOR 5% CERTIFICATION -** In addition to Article 9.3 above, the 5% Certification requires:

A. Accuracy in present and past tenses.

B. Core vocabulary of 600-1200 words.

C. Exhibits good pronunciation, stress, and intonation skills as judged by the ability to be understood with little repetition or confusion by native speaker.

D. Ability to interview the victim of an accident, fire, or other situation involving a native speaker of Spanish and the conduct simple interrogations and investigations which could be of a life-or-death nature.

E. Ability to understand description, narration, main ideas and details on a variety of topics beyond the immediate situation.

ARTICLE 10 - OVERTIME

10.1 **OVERTIME COMPENSATION**

A. Employees will be compensated at a rate of one and a half times the employees' base rate of pay plus employees' Recruitment and Retention Incentive Pay per Article 18, Education Pay per Article 23 and employees' Fire Certification Pay per Article 24 for all time worked in excess of their regular work schedule, except as provided below in 10.2.

B. 14-day work cycle is defined as the pay period and all hours that are included in it.

10.2 **OVERTIME PAY vs SICK and VACATION USAGE**

Battalion Chiefs - During any 14-day pay period, if a Battalion Chief uses Sick or Vacation time and additionally works any overtime hours during that pay period, they will be compensated at the straight time regular rate of pay until those additional hours worked exceed the Sick or Vacation time used. Additional hours worked that exceed any Sick or Vacation Time used will be compensated at one and one half times the employee's rate of pay as described in 10.1A.

Exemplar – During a 14-day pay period if a BC takes 24 hours of Vacation Time and during the same 14-day pay period the BC works an additional 36 hours of overtime, then the BC would be entitled to 24 hours of additional pay at the straight time regular rate of pay and 12 hours of premium overtime compensation at one and one half times the employees' rate of pay as described in 10.1A.

10.3 **CALL-BACK or CALL-OUT FOR DUTY-** Anytime a represented employee is required to report for duty for staffing level requirements, needs of the department, State and Federal Call Out, emergencies, disasters, fire investigation responsibilities, department-related emergency needs, or required attendance, that employee shall receive a minimum of two (2) hours of additional pay at the appropriate hourly rate based on hours worked in the pay cycle. This does not apply to early reporting or "hold-overs."

10.4 **STATE AND FEDERAL CALL OUT** - All State and Federal Call Out will be Compensated "Portal to Portal."

A. All Battalion Chiefs will be paid at the rate of one and one-half (1-1/2) times the employee's rate of pay as described in 10.3A for additional hours required to worked more than the normal work week or shift schedule. All pay will be "Portal to Portal".

10.5 Battalion Chiefs - All Mandatory or "Force" coverage will be at one and a half times the employees' rate of pay as described in 10.1A.

ARTICLE 11 - UNIFORM MAINTENANCE ALLOWANCE

11.1 The City provides uniforms for employees represented by the Association. The City will continue to replace, repair and maintain uniforms worn in the line of duty. The average cost of the uniforms/uniform allowances are reported as $17 per pay period. The parties agree, to the extent permitted by law, this

compensation is special compensation for "Classic Employees" and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571

ARTICLE 12 - STAFFING LEVELS

12.1 **POSITIONS** - *Will* consist of (1) Battalion Chief per day (56-hour employee) for a total of 3 control positions.

ARTICLE 13 - BENEFIT REVIEW COMMITTEE

13.1 **BENEFIT REVIEW COMMITTEE** - CMFMA shall maintain one representative on the City's Benefit Review Committee. The Committee continually evaluates the City's benefit programs and makes recommendations on plan changes, benefit levels, payroll deductions and the addition or deletion of plans. Participation on the Benefit Review Committee meets the City's obligation to negotiate with CMFMA on changes to the City's group benefit plans.

ARTICLE 14 - LABOR/MANAGEMENT MEETINGS

14.1 **TWICE PER YEAR -** The City and CMFMA agree as needed to discuss issues of mutual interest.

ARTICLE 15 - HOURS POOL RECONCILIATION

15.1 **ZEROING OF HOURS** The CMFMA agrees to the current status of the hours pool figures upon verification and acknowledges its obligation and responsibility in maintaining accurate reporting and documentation. The zeroing of the hours pool shall occur annually from the members' vacation bank hours. This zeroing shall occur at the end of the pay period, in which all three (3) shifts normally reach zero in alignment with department shift movement due to shift bid process, followed by annual zeroing out one year from shift bid movement (on date agreed to by the association and Fire Administration. For "Exchanges of Time"; there will be an upper and lower threshold range of 96 hours up and 96 hours down for "open ended trades." Should an employee be "outside" of this range, their ability to trade will be suspended until their trade status is back within range. Three times per year (one month prior to the zero out dates) there will be a report generated to ensure that no employee is outside of this range. This report will be given to the Assistant Fire Chief or their designee to ensure compliance. Open ended is defined as no payback day is scheduled.

ARTICLE 16 - TUITION REIMBURSEMENT

16.1 **PASSING GRADE -** Tuition, certification fees, and textbook costs involved in educational courses which may be taken by an employee, and which pertain to their City employment, shall be reimbursed to said employee by the City. The employee participating must achieve a passing grade of a "C" or better, Credit/No Credit or a Certificate of Completion and should see that the Human Resources Manager receives a copy, where appropriate, of the employee's grade(s) before any reimbursement.

16.2 **REIMBURSEMENT AMOUNT -** The City will reimburse up to a maximum of $1,250 per fiscal year for qualifying expenses.

16.3 **ELIGIBLE CLASSES -** Eligible classes that pertain to an individual's City employment will include those that are job-related or those needed to complete a degree program. All courses or seminars related to any of the approved categories in the Certification Program are eligible for reimbursement.

16.4 **REQUIRED APPROVAL -** All claims for tuition reimbursement require the approval of the Fire Chief before receiving the funds.

ARTICLE 17 - TECHNOLOGY ALLOWANCE

17.1 Employees covered by this MOU shall be provided with a $75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for covered employees.

ARTICLE 18 - RECRUITMENT AND RETENTION INCENTIVE PAY

18.1 Recruitment and Retention Incentive Pay is compensation to incentivize Fire Department sworn employees to remain with the City of Costa Mesa. Recruitment and Retention Incentive Pay shall be paid on a biweekly basis.

Employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for twenty-five (25) years or more shall receive recruitment and retention incentive pay of ten percent (10%) of employee's base salary.

Effective the payroll that includes July 1, 2024, employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for twenty (20) years or more shall receive recruitment and retention incentive pay of seven and a half percent (7.5%) of employee's base salary.

Effective the payroll that includes July 1, 2025, employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for fifteen (15) years or more shall receive recruitment and retention incentive pay of five percent (5%) of employee's base salary.

Effective the payroll that includes January 1, 2026, employees in this bargaining unit who have been employed in a full-time equivalent sworn firefighting position (as defined in Government Code Section 3251 or the out-of-state equivalent as determined by the Fire Chief) in a municipal, state or federal fire department or other agency (as determined by the Fire Chief) for ten (10) years or more shall receive recruitment and retention incentive pay of two and a half percent (2.5%) of employee's base salary.

Service in any classification other than a sworn firefighting classification will not count towards this purpose.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 19 - ADMINISTRATION ASSIGNMENT PAY

19.1 **PAY FOR ASSIGNMENT - Administrative Assignment pay –** An employee in the job classification of Battalion Chief shall be entitled to compensation in the amount of five percent (5%) of the base rate for their classification w when routinely and consistently assigned by the Fire Chief to a 40-hour administrative assignment workweek. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT REIMBURSEMENT

20.1 The City agrees to reimburse represented employees up to $1,000 per fiscal year for activities, materials; equipment or fees that will aid in their individual professional development. The Intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing Job skills and expertise, and/or purchasing materials/equipment, which improve the executive's performance. These activities, materials, equipment or fees are intended to be beyond what is-budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related.
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations · relevant to the CMFMA member's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual $1,250 tuition reimbursement limit
- Direct purchase of qualifying ·computer equipment defined in Administrative Regulation 2.29

ARTICLE 21 - SICK LEAVE PROGRAM

21.1 **SICK LEAVE** - Sick leave shall be used in case of a bona fide illness of the employee upon approval. Sick leave may also be used for illness of their, parent, spouse, registered domestic partner, grandchild, grandparent, sibling or designated person who is incapacitated and/or requires the service of a physician, and when the presence of the employee is required. The maximum number of hours that may be used for serious illness or emergency of their child, parent, spouse, registered domestic partner, grandchild, grandparent, sibling, or designated person is half of the employee's annual accrual pursuant to Labor Code Section 233. At the conclusion of the emergency, said employee shall return to work as soon as possible. The employee taking such sick leave shall notify their immediate supervisor prior to or within one-half (1/2) hour after the time set for the beginning of their daily duties, or as otherwise specified by the department. When absence for illness is for more than two (2) consecutive work shifts, the employee may be required to present a physician's certificate verifying the illness or a personal letter of explanation for verification purposes to the Fire Chief indicating fitness to return to duty.

21.2 **ACCUMULATION OF SICK LEAVE -** Employees may accumulate up to a maximum of 672 hours of sick leave credit in a Primary Sick Leave Bank for each employee covered hereunder. CMFMA Members will receive 4.80 hours (6.72 hours for 56-hour members) of sick leave per pay period that will be deposited in each employee's Primary Sick Leave Bank as addressed in Section 21.3 below. Upon reaching this maximum number of accumulated sick leave hours, the employee's biweekly benefit will be distributed in the following manner:

A. At the employee's option, 2.4 hours (3.36 hours for 56-hour members) will be:

1. Paid to the employee at the employee's then current hourly base rate of pay.

2. Converted into vacation hours.

B. The remaining 2.4 hours (3.36 hours for 56-hour members) will be placed in a Secondary Sick Leave Bank for the employee.

21.3 **PRIMARY SICK LEAVE BANK** - Hours in this bank may be used in accordance with the rules regarding sick leave use in general as defined in the City's Personnel Rules and Regulations.

21.4 **SECONDARY SICK LEAVE BANK** - If an employee has a Secondary Sick Leave Bank, hours in that bank will be used first in accordance with the rules regarding sick leave use. Hours in this bank may **also** be used in the event of a verified non-industrial disability which has resulted in an absence of 60 consecutive calendar days. In this event, sick leave in the Secondary Sick Leave Bank may be used for additional consecutive absences resulting from the disability; or it may be used to supplement LTD should that event occur. Additionally, an amount of sick leave equal to the hours used from an employee's Primary Bank for said disability may be transferred from the employee's secondary Bank to the Primary, provided that such transfer does not result in an excess of 672 hours in the employee's Primary Bank. The secondary sick leave bank has no maximum accrual.

21.5 **SEPARATION FROM CITY -** Upon either separation from the City of Costa Mesa, with a minimum of 20 years of continuous honorable service; or eligibility for retirement benefits, (as defined in the benefit Plan applied for) the employee shall have the option of:

A. Being paid at their current hourly base rate for one-half of the sick leave in their Primary Sick Leave Bank. There shall be no cash payment for sick leave in the Secondary Sick Leave Bank, or

B. Alternatively, the employee can choose to apply all credited time in both his or her Primary and Secondary Sick Leave Banks toward service credit. In addition, if this alternative is selected, then the payoff indicated in 19.4a above becomes a survivor benefit, to be paid to their designated beneficiary.

ARTICLE 22 - LONG TERM DISABILITY

22.1 **ELIGIBILITY -** An employee is eligible for Long Term Disability (LTD) after thirty (30) calendar days. Once eligible for LTD pursuant to the terms and conditions of the LTD Plan, an employee may exercise the option of using accumulated vacation and sick leave in their Primary and Secondary Sick Leave Bank to supplement LTD payments up to an amount not to exceed 100% of monthly salary.

22.2 **MEDICAL RETIREMENT -** A permanent separation from service for disability shall be termed a "medical retirement" whether or not such separated employee receives benefits from either the Retirement Plan or LTD Plan.

ARTICLE 23 - EDUCATION PAY

23.1 **EDUCATION PAY -** Employees shall be entitled to compensation in the amount of two and a half percent (2.5%) of top step base salary for the Battalion Chief classification for:

1. Possession of a Master's Degree, or

2. Possession of the Executive Fire Officer Certification (National Fire Academy), or

3. Possession of all of the following: 1) Bachelor's Degree, 2) Fire/Arson Investigator or Advanced Fire Investigator as approved by the Fire Chief (CSFM/SFT) and 3) Safety Officer (All Hazard L-954 or SFT S-404) (CICCS/NWCG). No new employees or newly promoted employees will be eligible for this option effective January 1, 2025.

It is the intent of the parties that any degrees submitted are accredited by Western Association of Schools and Colleges, Council for Higher Education Accreditation, or pre-approved by the Fire Chief or their formal designee.

Effective the pay period that includes July 1, 2024, compensation for completion of a Master's Degree or Executive Fire Officer Certification (National Fire Academy) will no longer be part of the certification program or subject to the certification program maximum compensation per Article 24.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

ARTICLE 24 - CERTIFICATION PROGRAM

24.1 **ELIGIBILITY -** Employees employed in the classifications of Battalion Chief will be eligible to participate in the Certification Program, based upon the following achievements and criteria.

24.2 **CRITERIA**

A. The pays employees are eligible to obtain under this program shall be cumulative provided the total maximum monthly award payable to any employee under this program shall not exceed seven and a half percent (7.5%) of the top step base salary for the Battalion Chief classification.

B. The parties recognize that this program needs to be reviewed and updated on a periodic basis to ensure its vitality and relevance including reviewing any revisions to the California State Fire Training (SFT) or other agency course matriculation plans.

C. Potential certification equivalencies (i.e., FEMA, NWCG, etc.) will be considered and approved by the Fire Chief on a case-by-case basis.

D. Employees must submit official documentation/transcripts/completed task books to Fire Administration confirming that they are in possession of the required certifications and degrees prior to receiving an award.

E. Fire Administration will be responsible for notifying the Human Resources Division of the award qualification, upon verification that an employee has met the required criteria. The effective date of the certification pay will be the 1st day of the payroll in which Fire Administration received the official documentation. Should there be a delay in the receipt of a certification due to SFT, the effective date of the certification pay may be applied retroactively by the Fire Chief on a case-by-case basis.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

24.3 **MONTHLY AWARDS** - The monthly awards are listed in the following chart.

CERTIFICATION	MONTHLY AWARD
Executive Chief Fire Officer (CSFM/SFT)	2.50%
Chief Fire Officer (CSFM/SFT/CPSE)	2.50%
Chief Fire Officer (CSFM/SFT)	2.50%
Chief Fire Marshal (CSFM/SFT)	2.50%
Chief Fire Marshal (CPSE)	1.00%
Chief EMS Officer (CPSE)	1.00%
Chief Training Officer (CPSE)	1.00%
Chief Public Information Officer (CPSE)	1.00%
Accreditation Peer Assessor (CPSE)	1.00%
Structural Collapse Specialist I (eff 7/1/2024)* Rescue Specialist (Rescue Systems I & II prior to 7/1/2024)	1.00%
Confined Space Operational Technician * (Confined Space Rescue Technician & Trench Rescue Technician eff 7/1/2024) (Confined Space Operational & Trench Rescue prior to 7/1/2024)	1.00%
Specialized Rescue Technician* (Common Passenger Vehicle Extrication, River & Flood Rescue Technician, Haz Mat First Responder, ICS-200, eff 7/1/2024) (Vehicle Extrication, Swift Water Operational, Haz Mat First Responder, ICS-200 prior to 7/1/2024	1.00%
Urban Search & Rescue (Employees hired/promoted to Battalion Chief prior to 7/1/2024)*	1.25%
Terrorism Liaison Officer Intermediate or Advanced Equivalent (OCIAC)	1.00%
Division Supervisor (NWCG/CICCS)	1.00%
Fire Control III (CSFM/SFT)	1.00%
Strike Team Leader (NWCG/CICCS)	1.00%
All Hazard Public Information Officer L-952 (FEMA) or Advanced Public Information Officer (CSTI) or Crisis Communication & the Media (CSTI)	1.00%
Fire/Arson Investigator or Advanced Fire Investigator (CSFM/SFT) (Employees hired/promoted to Battalion Chief after 1/1/2025) **	1.00%
Safety Officer (All Hazard L-954 or SFT S-404) (CICCS/NWCG) (Employees hired/promoted to Battalion Chief after 1/1/2025) **	1.00%

*Rescue Certifications - Employees who are eligible for two or more of the following certifications: Structural Collapse Specialist I, Confined Space Operational Technician and/or Specialized Rescue Technician will no longer be eligible for Urban Search and Rescue certification.

**Employees receiving pay for Fire/Arson Investigation and Safety Officer certifications under Article 23 are not eligible to receive additional pay for these certifications under the above certification program.

ARTICLE 25 - LAYOFF PROCEDURES

25.1 **THIRTY (30) CALENDAR DAYS -** In the event of a material change in the duties, mission or organization of the Costa Mesa Fire Department, or if a shortage of work or funds to operate the Fire Department develops, employees in the classified service may be laid off. Thirty (30) calendar days before the effective date of such a layoff, the Fire Chief shall notify the Human Resources Director of the intended layoff, identifying any employee to be laid off and articulate the reasons, therefore. Said employee shall be considered for re-employment as provided by the Personnel Rules and Regulations.

ARTICLE 26 - LEAVES OF ABSENCE

26.1 **LEAVES OF ABSENCE ENTITLEMENT**- For the purpose of computing entitlement to leaves of absence, an employee's continuous service shall be based on the effective date of initial probationary employment in the City service. Such date shall be the employee's anniversary date for vacation and sick leave purposes subject to the provisions contained herein.

26.2 **VACATIONS** - The purpose of annual vacation leave is to enable each eligible employee annually to return to their work mentally refreshed. Any leave of absence without pay shall not accrue vacation leave for each full pay period of such absence.

A. Represented employees shall accrue an annual vacation with pay in accordance with following provisions.

B. Vacation Banks will be capped at 320 hours (448 for 56-hour shift employee)

56 Hour Work Week Vacation Accrual Rates and Max Bank Hours		
Years of Service	**Hours/Year**	**Max Bank Hours**
1 - 2.99	128.8	257.6
3 - 4.99	162.4	324.8
5 - 9.99	196.0	392
10 - 14.99	229.6	448.0
15 - 19.99	263.2	448.0
20+	296.8	448.0
40 Hour Work Week Vacation Accrual Rates and Max Hours		
Years of Service	**Hours/Year**	**Max Bank Hours**
1 - 2.99	92.0	184.0
3 - 4.99	116.0	232.0
5 - 9.99	140.0	280.0
10 – 14.99	164.0	320
15 – 19.99	188.0	320
20+	212.0	320

26.3 **VACATION LEAVE** - Vacation will be used in accordance with current accepted Fire Department procedures.

26.4 **VACATION CASH OUT**

A. Vacation Leave Cash-Outs (40 hour employees) - Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employees maximum accrual and regardless of the employees Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a "2 for 1" usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

B. Vacation Leave Cash-Outs (56 hour employees) - Each fiscal year, employees will have the following cash-out options: 1)A single one hundred twelve (112) hour cash-out any time during the fiscal year, regardless of the employees maximum accrual and regardless of the employees Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a "2 for 1" usage ratio, up to a maximum of 112-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 112-hours Vacation Leave, the employee would need to use 56 hours of Vacation Leave.

C. All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the "Cash-Out" and/or "Vacation Leave" options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by the City Manager, there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

26.5 **TERMINAL VACATION PAY -** Upon termination, a CMFMA member will receive compensation at their current base rate of pay for all unused earned vacation up to and including the date of termination.

26.6 **BEREAVEMENT LEAVE** - Whenever an employee is compelled to be absent from duty by reason of a death or critical illness where death appears imminent of grandparent, father, mother, brother, sister, (this includes step brothers and sisters) wife, husband, or child of employee, spouse, or domestic partner such employee shall, upon approval of their department director, be entitled to charge such absence as "bereavement leave" to a maximum of three (3) consecutive work shifts per occurrence. This leave may also be used in the case of a miscarriage by a female employee and/or employee whose spouse or registered domestic partner suffers a miscarriage. This would also apply in the case of a miscarriage by a surrogate. Any additional time that may be required must be approved by the Fire Chief (and will be approved if required by law) and will be charged first to sick leave, then the employee can choose between vacation, compensatory time off or floating holiday leave. If all such leaves are exhausted it will be charged to unpaid leave if the employee does not have accrued sick leave, vacation compensatory time off or floating holiday leave. The City Manager or designee, upon written request, may grant bereavement leave to an employee for persons in other relationships to the employee than are listed above.

26.7 **LEAVE OF ABSENCE WITHOUT PAY -** All paid leave must be exhausted prior to being granted leave without pay unless the employee is concurrently on a Family Care and Medical Leave or has reached the threshold for LTD eligibility. All paid leave must be exhausted prior to an employee being able to use catastrophic illness leave donations. Employees will not receive additional leave accruals while using catastrophic illness leave donations.

ARTICLE 27 - 401(A) DEFERRED COMPENSATION PLAN

27.1 **DEFERRED COMPENSATION PLAN -**The 401(a) deferred compensation plan provides represented employees with another tax-deferred savings plan for future financial planning. The City will continue to provide a half of a percent (0.5%) per pay period employer contribution for all represented employees who participate in the plan. However, the City will not provide an employer contribution to the current 457 deferred compensation plan and the executive must make all 457 contributions.

ARTICLE 28 - DISABILITY DISCRIMINATION

28.1 The City shall comply with all provisions of the Americans with Disabilities Act (**"**ADA") and the California Fair Employment and Housing Act ("FEHA").

ARTICLE 29 - DISCIPLINARY PROCEDURES - FBOR

29.1 The parties agree to adhere to all provisions of the Firefighters Procedural Bill of Rights (FBOR) as set forth in section 3250, et. seq. of the California Government Code.

ARTICLE 30 - RETURN TO WORK POLICY

30.1 **PHYSICIAN RELEASE -** The City has implemented through an Administrative Regulation a "Return to Work Policy" for employees who are released by their physician(s) to return to work for full duty in the manner set forth in Administrative Regulation 2.5 – Temporary Limited/Modified Duty.

ARTICLE 31 - MEET AND CONFER IN GOOD FAITH

31.1 **NEW CONTRACT NEGOTIATIONS -** The parties agree to meet and confer in good faith after January 2027 on wages, hours and other terms and conditions of employment to be effective on or about the first pay period in July 2027.

REPRESENTATIVES OF THE COSTA MESA FIRE MANAGEMENT ASSOCIATION

STEVEN AIREY
Battalion Chief

TIMOTHY J. VASIN
Battalion Chief

REPRESENTATIVES OF THE CITY OF COSTA MESA

CECILIA GALLARDO DALY
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CITY OF COSTA MESA

Agenda Report

File #: 25-425 **Meeting Date:** 9/16/2025

TITLE:

PROFESSIONAL SERVICES AGREEMENT WITH ENDEMIC ENVIRONMENTAL SERVICES INC. FOR THE FAIRVIEW PARK MESA RESTORATION PROJECT AND ADDENDUM TO THE 1997 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR FAIRVIEW PARK

DEPARTMENT: **PARKS AND COMMUNITY SERVICES**

PRESENTED BY: **BRIAN GRUNER, PARKS AND COMMUNITY SERVICES DIRECTOR**

CONTACT INFORMATION: **KELLY DALTON, FAIRVIEW PARK ADMINISTRATOR, (714) 754-5135**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the Addendum (Attachment 2) to the 1997 Initial Study/Mitigated Negative Declaration for Fairview Park to address new information regarding biological resources pertinent to the project.

2. Award a Professional Services Agreement (PSA) with Endemic Environmental Services Inc., 110 E Wilshire Avenue, Suite 305, Fullerton, CA 92832, for professional habitat restoration and monitoring services for the Fairview Park Mesa Restoration Project in an amount not to exceed $1,311,062 for a term of seven (7) years.

3. Authorize a ten percent (10%) contingency in the amount of $131,106 for any unforeseen costs that may arise.

4. Authorize the Interim City Manager and the City Clerk to execute the Professional Services Agreement and future amendments to the agreement within City Council-authorized limits.

BACKGROUND:

Fairview Park is the City's largest park, hosting 195 acres of natural open space area and 13 acres of developed parkland for a total of 208 acres. Within the 195 acres of open space there are Native American Nationally Registered Historic Sites, and five different habitat ecosystems which are home to a wide array of sensitive, rare and endangered plant and animal species. The park's significant resources and sensitive habitat areas entail a multitude of local, state, and federal regulatory provisions for environmental resource conservation and preservation. The park also offers users multiple passive recreational opportunities, including several miles of trails for walking, running, bicycling, wildlife observation, and environmental interpretation throughout the park's different

ecosystems.

Fairview Park Master Plan

The Fairview Park Master Plan calls for long-term restoration of the park's natural vegetation communities west of Placentia Avenue. The site of Fairview Park has historically been a strong candidate for conservation grants and environmental mitigation agreements with outside entities. Since 1996, the City has completed over 50 acres of successful habitat restoration.

The Fairview Park Master Plan was last revised in 2008 and is currently in the process of being updated. The City's Master Plan calls for the restoration of the natural vegetation communities of the 50-acre Fairview Park Mesa to ecologically appropriate native grasses, flowers, shrubs and other plants to provide habitat for native wildlife. The Master Plan also calls for the establishment of a designated trail system to provide passive recreational opportunities throughout the park's various environs, while protecting sensitive features. In addition, the Fairview Park Master Plan Initial Study/Mitigated Negative Declaration (IS/MND) calls for the Fairview Park Cultural Resources sites to be restored to vegetation indigenous to the pre-contact period, as the established and restored vegetation communities function as a buffer to preserve the site from unauthorized off-trail degradation and disturbance.

The Mesa Restoration project area encompasses 15 acres of native vegetation in the northern mesa and bluffs. (See Attachment 1 for a map of the restoration area.) The project fulfills both Biological Resources and Cultural Resources mitigation measures of the original Fairview Park IS/MND and accomplishes a long-standing ecological restoration priority by restoring and enhancing over 15 acres of vegetation in the northern mesa and bluffs.

OCTA Mitigation

In addition to fulfilling long-term restoration and preservation objectives envisioned in the Fairview Park Master Plan, the Mesa Restoration project also fulfills the City's remaining obligation to Orange County Transportation Authority ("OCTA") and its Environmental Mitigation Program. In 2011, the City was awarded $2.0 million from OCTA towards the Fairview Park Wetlands and Riparian Habitat project ("wetlands project") to restore various vegetation communities in Fairview Park. The City's wetlands project is committed to restoring 23 acres of four distinct vegetation communities, which were part of OCTA's environmental mitigation requirements associated with its Measure 2 (M2) Freeway Improvement Projects. As of its latest monitoring report for the Fairview Park Wetlands and Riparian Habitat project, the City owes OCTA an additional 9.5 acres of restoration to fulfill its contractual obligations to OCTA. These 9.5 acres of restoration in Fairview Park are also required to fulfill the requirements of wildlife agencies who oversee OCTA's Environmental Mitigation Program and the OCTA M2 Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP), which includes the 23-acre Fairview Park Restoration project in its final environmental documents.

City staff have been coordinating closely with staff from OCTA, California Department of Fish and Wildlife ("CDFW"), and U.S. Fish and Wildlife Service ("USFWS") during the preparation of the restoration plan and resource permitting discussions since 2022, in addition to presenting regular updates to the OCTA Environmental Oversight Committee on the status of the project. This coordination is a required component of this project due to the presence of state-listed and federally listed wildlife resources present at the Fairview Park site, and due to the wildlife agencies' oversight

role in the OCTA Environmental Mitigation Program. The City and the awarded implementation consultant will continue to coordinate closely with OCTA and the wildlife agencies throughout the implementation period (anticipated to occur from 2025 through 2032). The awarded consultant will be tasked with preparing regular monitoring reports documenting the progress and conditions of the restoration site through project completion and wildlife agency sign-off.

Upon completion, the Fairview Park Mesa Restoration project fulfills several goals and objectives of the City and the Fairview Park Master Plan, including:

- Enhancing the site's environmental quality and complementing the conservation value of 50+ acres of completed habitat restoration and enhancement.
- Improving and enhancing the experience of residents seeking a unique place to connect with nature, engage in citizen science, and improve their mental and physical wellbeing through passive recreational opportunities.
- Improving the ecological value of the site for rare and endangered wildlife.
- Fulfilling the City's habitat restoration contractual obligations to OCTA and completing additional voluntary habitat restoration and enhancement.
- Protecting, enhancing and preserving the site's existing biological and cultural resources, and underscoring the City's position as a steward of Fairview Park and its environmental resources.

Addendum to the 1997 Initial Study/Mitigated Negative Declaration

During the preparation of the Restoration Plan, the City's consultant reviewed the California Environmental Quality Act (CEQA) environmental documentation on file for Fairview Park. Pursuant to Government Code Section 15162(b), if changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation. Due to updated species listing designations for Crotch's bumble bee (CBB) and Western Burrowing Owl (BUOW) under the California Endangered Species Act since the adoption of the 1997 Fairview Park Initial Study/Mitigated Negative Declaration (IS/MND), the consultant prepared an addendum to the 1997 IS/MND to address new information regarding biological resources pertinent to the project (Attachment 2). This addendum also discusses the project's avoidance and minimization measures (AMMs) that achieve a long-term net uplift for Crotch's bumble bee, Western Burrowing Owl, and other biological resources present at the project site. The City's approval of the addendum is required to obtain the Restoration Management Permit from CDFW, which will authorize the City to begin implementation of the project in accordance with CDFW's permit conditions.

In January 2024, the City contracted with an environmental planning consultant (MIG) to provide habitat restoration and monitoring design, CEQA, biological resource coordination, and archeological monitoring planning services for the project. The consultant completed the restoration design in August 2024.

ANALYSIS:

The City's evaluation and selection process was handled in accordance with Chapter V, Article 2 of the City's Municipal Code. On September 10, 2024, the City released a Request for Proposal (RFP) on PlanetBids for the Fairview Park Mesa Restoration project: Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan Implementation. Six (6) proposals were received to provide these services; a summary of the bid results is included as Attachment 4.

The City created an interdisciplinary evaluation panel consisting of staff from the Parks and Community Services Department, the Public Works Department, and an outside evaluator from OC Parks. Proposals were evaluated based on the method of approach, qualifications, firm experience, staffing and cost proposal.

After a thorough evaluation of the proposals, it was determined that interviews were needed for the top three (3) proposers, figure 1. Following the interviews held on May 5, 2025, and combining the scores of the proposal evaluations and interviews, the evaluation committee found Endemic Environmental Services Inc. to be well qualified to perform the requested services.

Figure 1

Proposer	Points	Rank
Endemic	1,161.1	1st
Dudek	1,132.65	2nd
RECON	1,111.25	3rd

During the evaluation, Endemic Environmental Services Inc. presented their firm as possessing a thorough understanding of the project and demonstrated extensive experience and technical ability to perform the outlined scope of work in the RFP. Endemic has supported the City with biological resources management and monitoring, and restoration services since 2009, and has coordinated with the City on multiple restoration projects in the past involving biological resources and cultural resources protection. Endemic's expertise in wildlife biology, biological monitoring, and environmental compliance will be a critical asset to the successful execution of this project, given the highly sensitive nature of the site. In addition, Endemic's thorough understanding of the site's existing resources will be of great value to the project, as the restoration's success will rely on precise implementation and adaptive management to avoid impacts to sensitive resources during the implementation process. In addition to successful performance under its contractual scope, Endemic has also contributed to public conservation activities at Fairview Park and Canyon Park over the years. Endemic and its non-profit branch ICRE (Institute for Conservation Research and Education), have a rich history of providing nature tours, community-based restoration activities, and other programs to engage community residents in local environmental stewardship activities.

Therefore, staff recommends award of a PSA to Endemic Environmental Services Inc. (Attachment 3) in an amount not to exceed (NTE) $1,311,062 for a period of seven (7) years.

Cultural Resource Protection and Preservation

Most of Fairview Park's undeveloped land contains sensitive resources, including protected archeological resources (e.g., the Fairview Park indigenous village area, including CA-ORA-58, a

nationally registered cultural resource historic site), sensitive vegetation communities, and protected wildlife. The Mesa Restoration Project will benefit native plant and wildlife populations by restoring native flower fields and coastal sage scrub habitats, and the establishment of native plant cover will help to protect culturally significant resources by reclaiming informal trails and reducing soil disturbance.

Disturbance to existing native vegetation/wildlife habitat, and cultural resources will be minimal during project implementation. The Mesa Restoration Project will implement avoidance and minimization measures to protect sensitive biological resources through biological monitoring, activity buffers, and adjusting the timing of restoration activities.

Avoiding impacts to culturally significant materials is more complicated and therefore-following the guidelines of a separate cultural resource monitoring plan developed by the City's cultural resources consultant-areas discovered to have artifacts or culturally significant materials at or near the surface will be buffered and excluded from restoration project activities until the appropriate actions can be taken. To provide leeway for this possibility, which could delay or disrupt the overall habitat restoration project, the City has identified a total of 11.91 acres suitable for restoration, so that up to 2.41 acres can be temporarily set aside while still providing the outstanding 9.5 acres of mitigation in a timely manner.

Implementation Tasks and Timeline

Due to the environmental factors of the site, the size and scale of the project, and the intensive long-term effort involved with restoring degraded vegetation communities to their ecologically appropriate habitat conditions, the implementation process for this restoration is anticipated to take place over an eight-year timeline from 2025 through 2032. The project will consist of an initial site preparation and active restoration phase early in the project, followed by several years of regular maintenance and monitoring to evaluate progress and implement corrective actions during the establishment period. The implementation schedule consists of the following primary activities and tasks to be performed over the duration of the project:

- Site Protection, Initial Dethatch, Cultural Resources Protection Monitoring, and Temporary Irrigation
- Native Revegetation Buffer (Area 4) and Drainages in Area 1 Container Planting, Irrigation, and Maintenance
- Weed Management Buffer (Area 5) Weed Maintenance
- Pre-Seed Installation Adaptive Weed Management
- Native Seed Collection and Installation
- Maintenance After Seed Collection
- Biological Monitoring and Reporting

Upon completion of the project and prior to signing-off, the City is required to place a conservation easement, deed restriction, or other Wildlife Agencies-approved conservation mechanism over the project site specifying that the area will be retained in perpetuity as open space for the purpose of

native habitat conservation. Upon completion, the Mesa Restoration project will fulfill the City's remaining obligation to the OCTA and its Environmental Mitigation Program.

ALTERNATIVES:

Staff do not recommend any alternatives at this time.

FISCAL REVIEW:

The funding for the proposed agreement, inclusive of the contingency, is available in the State Grants Fund (Fund 231) from the California Department of Parks and Recreation through the Office of Congressman Dave Min.

LEGAL REVIEW:

The City Attorney's office has prepared and approved the Professional Services Agreement as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

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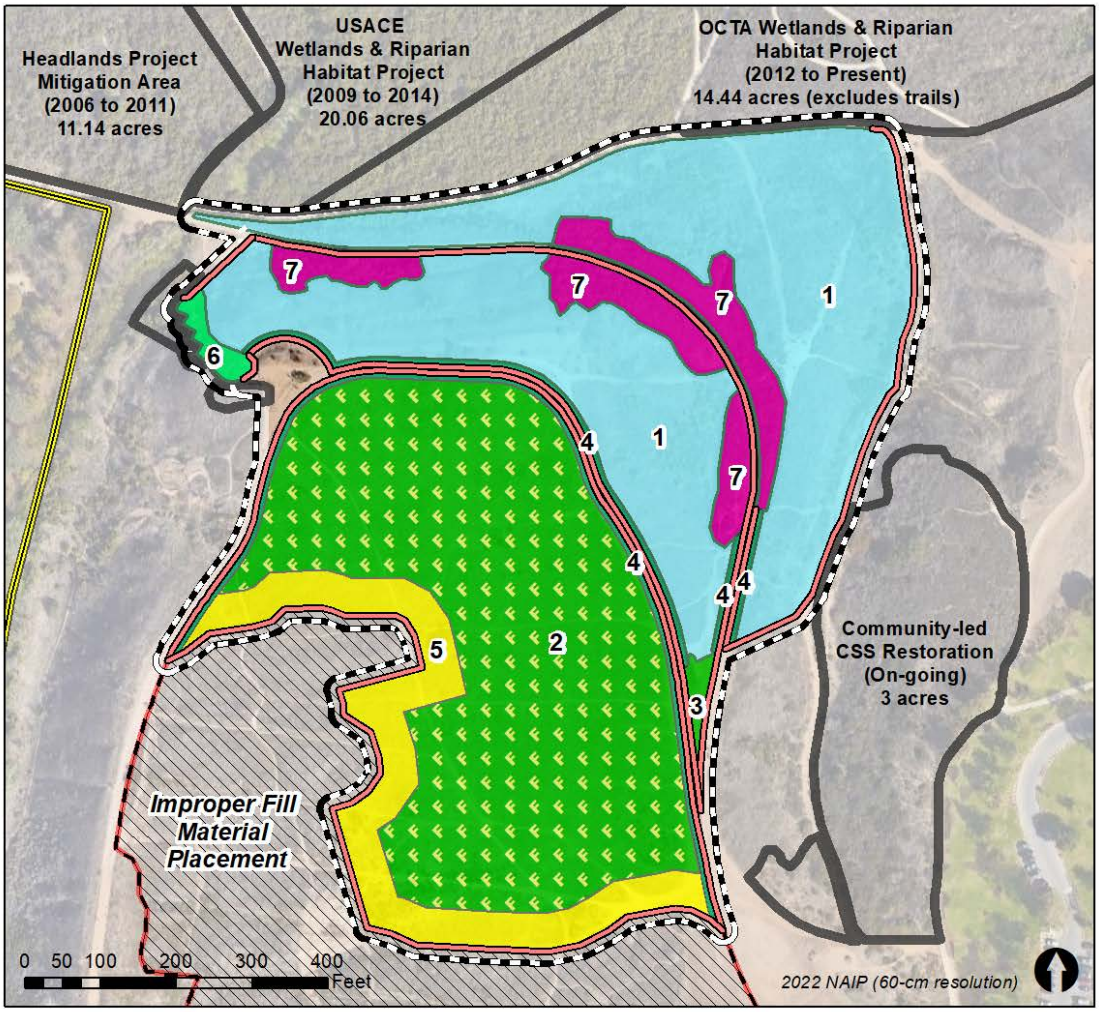


Figure 1-3 *Location of the CSS & Flower Fields Habitat Restoration Project Areas, Including a Net of 9.5 Acres in Areas 1 and 2 Required for the OCTA Wetlands and Riparian Habitat Project.*

Fairview Park Master Plan IS/MND (1997) Addendum to the File

Fairview Park Mesa Restoration: Coastal Sage Scrub and Flower Fields Habitat Restoration and Project – Crotch's Bumble Bee and Western Burrowing Owl

An initial study/mitigated negative declaration (IS/MND) was prepared for the originally proposed Fairview Park Master Plan (FPMP) in 1997. Pursuant to California Regs. Tit. 14, §15162(b), if changes to a project or its circumstances occur or new information become available after adoption of a negative declaration, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

As the lead agency, the City of Costa Mesa determined, based on the habitat restoration plan for the project and guidance from the California Department of Fish and Wildlife, an addendum to the originally adopted IS/MND should be prepared. This Addendum to the IS/MND addresses new information pertaining to the Crotch's bumble bee (CBB, *Bombus crotchii*) and Western Burrowing Owl (BUOW, *Athene cunicularia hypugaea*), both candidate species for listing under the California Endangered Species Act (CESA). Pursuant to this Addendum also discusses the project's avoidance and minimization measures (AMMs) that achieve a long-term net uplift for CBB, BUOW present at the project site.

The FPMP was the subject of an IS/MND adopted by the City of Costa Mesa in 1997. In that document the City determined that the master plan for the 208-acre park is mostly passive with habitat restoration, trails, picnic areas, new parking west of Placentia Avenue, and an expanded model train station and museum area, trails, and picnic areas on the east side.

The IS/MND identifies that the park contains sensitive natural resources as identified in the FPMP. At the time, the list of species of concern did not include CBB, or the fact that BUOW is a candidate for listing under CESA, because the CBB was not a species of concern in 1997, and BUOW was recently listed. The 1997 FPMP includes a discussion of BUOW, which is updated here due to its recent change in listing status.

This Addendum provides a description of the species, the benefits of the project, and the measures to be included in the FPMP activities, including the Coastal Sage Scrub and Flower Fields Habitat Restoration Project to protect the species during restoration actions.

1997 IS/MND Assessment Regarding Impacts to Biological Resources. The IS/MND found that the FPMP was designed with sensitive resources in mind and that no significant adverse impacts are associated with the master plan if the following mitigation measures, which are recommended in the master plan, are kept a part of the project:

> B-1. Any habitat restoration activities shall be carefully planned and implemented according to the Fairview Park Master Plan and in consultation with a biologist familiar with the park's native plant and animal communities.
>
> B-2. To avoid potential impacts to sensitive species present or potentially present in the alluvial scrub community depicted on the FPMP, weed control activities (e.g., disking) shall be terminated until a resource management plan has been undertaken.
>
> B-3. Upon approval of the Fairview Park Master Plan, the City shall review current management practices (e.g., weed control, vector control; mowing within vernal pools) to avoid potential impacts to biological resources identified in the master plan as being highly or moderately sensitive.
>
> B-4. Development of the park west of Placentia Avenue including trenching for utilities, shall minimize impacts to highly or moderately sensitive resources, retain the natural topography to the extent feasible, and use only locally native plants in restoration and in other landscaping where appropriate. Activities on this side of the park shall be consistent with the NCCP Implementation Agreement if signed by the City of Costa Mesa.

Updated Species Information

Crotch's Bumble Bee

The Crotch's bumble bee (CBB, *Bombus crotchii*) is a candidate for listing under CESA. The CBB occurs in grassland and scrub habitats containing nesting and/or overwintering habitat, and abundant floral resources that provide nectar and pollen during the active flight period (early-February to late-October). The species nests underground in abandoned holes created by small mammals (e.g., ground squirrels, mice, and rats), or occasionally in bird nests, but may also nest under logs and other woody debris; above ground under perennial bunch grasses, brush piles, and thatched annual grasses, and in dead trees or hollow logs (Williams et al. 2014, Xerces Society 2018). Overwintering habitat is largely unknown, but bumble bees have been documented overwintering in burrows of other animals, and in shallow excavations in soft soil, leaf litter, and other debris such as compost piles (Goulson 2010, Williams et al. 2014). Colonies are annual and only newly mated bumble bee queens overwinter

(Thorp et al. 1983). In early spring, queens emerge from their overwintering site to forage on nectar and pollen, and search for suitable nest sites. In general, bumble bee colonies can support anywhere from 50 to 1,000 female workers, as well as males and the queen (Xerces Society 2018).

Based on recent focused surveys, nesting habitat and overwintering habitat are present on the Fairview Park restoration site, and CBB has been observed foraging on-site on native and non-native floral species including native phacelia (*Phacelia* spp.) and salvia species (*Salvia* spp.), and non-native black mustard (*Brassica nigra; synonyms are Rhamphospermum nigrum, Mutarda nigra,* and *Sinapis nigra*) (Endemic Environmental Services 2024).

Burrowing Owl

The burrowing owl (BUOW, *Athene cunicularia*) is a candidate for listing under CESA and a California species of special concern. The burrowing owl nests and roosts in open grasslands and open habitats with suitable burrows, usually those made by California ground squirrels (*Otospermophilus beecheyi*). BUOW use abandoned ground squirrel burrows for shelter and nesting. The breeding season in California is March to August (Shuford et al. 2008). Burrowing owls are not known to nest at Fairview Park; but are known to occupy the Park in the winter.

Proposed Habitat Restoration Project

The Fairview Park Coastal Sage Scrub and Flower Fields Habitat Restoration and Enhancement Project (Project) is a collaborative effort between the City of Costa Mesa (City) and the Orange County Transportation Authority (OCTA) to fulfill an outstanding obligation of restoring approximately 4.5 acres of coastal sage scrub and 5.0 acres of native grassland habitat. In January 2024, the City contracted with MIG (consultant) to prepare a habitat restoration plan for the Project, which was prepared by their subconsultant, Land IQ (2024). The Project is intended, in part, to fulfill outstanding mitigation commitments to OCTA for a total of 23 acres of restoration consisting of various habitat communities in the wetlands and riparian habitat restoration area. As of November 2024, the City has completed 13.5 acres of habitat restoration towards its 23-acre commitment. The Project was designed to accomplish an additional 11.9 acres of habitat restoration, with 9.5 of these acres being in credit to the OCTA Environmental Mitigation Program. In addition, the Project will implement voluntary habitat restoration and enhancement initiatives to augment the conservation value of the site. These measures will not only contribute to the overall success of the Project but also help fulfill the long-term conservation and preservation commitments outlined in the City's adopted FPMP.

Habitat Restoration Project Beneficial Ecological Uplift for CESA-Protected Species

Crotch's Bumble Bee

The Project will improve many environmental factors affecting CESA-protected species, thereby providing ecological uplift. Like all bumble bees, Crotch's bumble bee requires foraging habitat, a place to nest, and a place to overwinter (Hatfield et al. 2012). For CBB, the Project will improve the ability of the site to support all the needs of the bumble bee.

First, the Project will increase the diversity of native flowering species. Increased plant diversity is positively correlated with bumble bee abundance (Mand et al. 2002, Hines and Hendrix 2005) and has been shown to reduce competition for nectar sources with other species that may be better adapted to pollinate one species versus another (Balfour et al. 2021).

Second, the increased plant diversity will also extend the native flower blooming period to encompass the entire CBB flight season, providing critical floral resources (nectar and pollen) during the queen flight season (February to March) as queens emerge from a state of diapause (i.e., a form of hibernation), during the colony active period (April to August), and during the gyne flight season (September to October) when newly-mated queens are building fat reserves to prepare for winter hibernation. The life cycle of CBB begins when queen bees emerge from hibernation each spring (queen flight season), playing a critical role in maintaining the colony's continuity. For the colony's survival and successful reproduction, the availability of sufficient floral resources is essential during the entire flight season. For instance, newly mated queens must build fat reserves before hibernation (gyne flight season) to ensure the emergence of a new generation the following spring (CDFW 2023).

The plant palette for the Project reflects current understanding about the plant species commonly visited by CBB (Exhibit A). For example, of the 14 plant families that are represented in the plant palette, six families are the most commonly visited by CBB, including Apocynaceae, Asteraceae, Boraginaceae, Fabaceae, Hydrophyllaceae, and Lamiaceae (The Xerces Society 2018); and of these families, 24 plant species are represented. Likewise, the palette includes narrow leaf milkweed (*Asclepias fascicularis*), which is an important nectar source for males, and lupines *(Lupinus* spp.), which is an important pollen and nectar source for females *(*CBBA 2025). The pallete also includes plants in the genera *Salvia, Acmispon, and Phacelia*, which have also been shown to be important for the species (CBBA 2025).

Third, the Project will improve and increase nesting and overwintering habitat resources on the site by planting native bunch grasses, which are known to provide bumble bee

nest habitat and the increased diversity of plants is expected to attract a greater abundance of small mammals to the area.

Burrowing Owl

The Project will also have benefits for the BUOW. The removal of the tall-stature non-native species (e.g., mustards, thistles, fennel) and replacement with shorter-statured native species will be beneficial for owls because it will provide more visibility to watch for approaching predators and more easily hunt for prey (CDFW 2024). The diversity of plant food resources and shorter-stature vegetation will also attract California ground squirrels, which are a keystone species in California grassland habitats, upon which BUOW are highly dependent for their burrows. The diversity of plants will provide more diverse food resources that California ground squirrels consume including seeds, fruits, stems, and leaves, and the shorter stature vegetation will provide good visibility of predators. Additionally, the diversity of plants will provide a nearly year-round source of food for BUOW prey species, including in the winter when owls have been observed as present. The increased structural diversity of native shrub and herb life forms will also attract a wider variety of prey species such as insects and small lizards (Curran 2022, Owen et al. 2024).

Avoidance and Minimization Measures for Crotch's Bumble Bee and Burrowing Owl

AMM-1. Qualified Biologist. The City shall ensure that the Qualified Biologist(s) are knowledgeable and experienced in the biology, natural history, and habitat requirements of CBB, including co-occurring bumble bee species, and/or BUOW, with at least two season of experience.

AMM-2. Qualified Biologist Authority. The Qualified Biologist shall immediately stop any activity that does not comply with the AMMs or order any reasonable additional protection measures, in consultation with the City and CDFW, to avoid the unauthorized take of CESA-protected species. The City shall provide unfettered access to the Project Area and otherwise facilitate the Qualified Biologist in the performance of their duties. If the Qualified Biologist is unable to comply with these measures, then they shall notify the City and CDFW immediately.

AMM-3. Education Program. The City shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Qualified Biologist reviewing the sensitive species/resources that could potentially occur in work areas, including but not limited to CBB and BUOW. The program shall include a general discussion of the life history, field identification, habitat requirements, and the legal status for each species.

The Qualified Biologist shall also explain the relevant AMMs as they relate to sensitive biological resources on/around the Project Area and disclose the specific resources that will be monitored. The City shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new individuals before they are authorized to perform work in the Project Area. Upon completion of the program, they shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

Avoidance and Minimization Measures for Crotch's Bumble Bee

Based on the confirmed presence of CBB on the site, initial dethatching activities and ongoing weed maintenance activities have the potential to destroy active nests and overwintering queens, and result in the temporary loss of foraging habitat. Recognizing that complete avoidance of take is likely not possible, especially in the fall and winter months when overwintering bumble bee queens are undetectable, the following measures will be implemented to minimize Project impacts to CBB and their habitat.

AMM-4. Pre-work Surveys. Pre-work surveys for CBB shall be conducted during the queen flight season, colony active period, and gyne flight season (cumulatively, February 1 through October 31) for various habitat restoration activities with different impact potential. If CBB are found to be present, the Qualified Biologist shall attempt to determine if there is an active nest in the Project Area that necessitates the establishment of a protective avoidance nest buffer.

a. Minimal to No Impact Activities. One pre-work survey shall be conducted when the potential to impact CBB or their habitat is minimal to none. These habitat restoration activities include (i) hand weed control techniques when the weeding event is timed to occur prior to predominantly synchronous flowering (i.e., individual plants in a population may flower earlier but typically most of the plants in a population flower in the same time period) of known CBB floral resources, or (ii) the targeted foliar application of grass-specific herbicides that are approved for use in the habitat restoration plan. Hand weed control techniques include hand-pulling of individual plants and the use of hand picks for cutting weeds at or above the soil surface.

b. Ground Disturbance or Flowering Food Source Removal Activities. Two pre-work surveys shall be conducted prior to Project activities involving ground disturbance (e.g., digging out perennial plants to remove the root system for effective control), the use of motorized mechanical equipment (e.g., line trimmers), the use of vehicles or mechanical tracked equipment, the use of herbicides applied according to a CDFW approved Pesticide Use Plan developed for the Project, or

control of weeds that are in predominantly synchronous flowering that are known CBB floral resources.

c. Survey Guidelines. Surveys shall focus on areas with blooming native and nonnative nectar and pollen sources, including a 50-foot buffer around the work area. Conduct surveys between 8:00 am and 4:00 pm on sunny days with temperatures ranging from 55 to 90°F and wind speeds below 10 mph. Conduct presence/absence detection surveys for a minimum of 1 person-hour for each 3 acres of suitable habitat. For one pre-work survey requirements, conduct surveys no more than 2 days before starting work activities. For two pre-work survey requirements, conduct surveys no more than 10 days before work begins, at least 4 days apart, and with the second survey no more than 2 days before starting work activities.

d. Alternative Monitoring Method for Unfavorable Weather Conditions. The incidence of coastal fog and high prevailing on-shore wind speeds at Fairview Park, can, at times, limit the ability of the Qualified Biologist to complete surveys according to the guidelines before scheduled weed management activities. If weather conditions hinder surveys before Project activities, the Qualified Biologist shall monitor work on the first day of Project activities to detect CBB and nests. This alternative monitoring approach aims to facilitate timely weed control while protecting CBB and their habitat. If CBB is detected while monitoring, the Qualified Biologist shall make every effort to detect a nest in the work area and establish a protective avoidance buffer around the nest. The Qualified Biologist has authority to recommend additional monitoring of Project activities when a survey was unable to be completed prior to start of work. The Qualified Biologist shall collaborate with the Project implementation team to determine optimal timing for maintenance weeding based on CBB activity and relevant AMMs.

e. Locating Nests. If CBB are detected during pre-work surveys or monitoring, then the Qualified Biologist shall make every effort to locate nests in the Project Area.

f. Nest Buffer. If active CBB nests are detected, the Qualified Biologist shall establish protective avoidance buffers around the nest(s). The buffer shall ensure protection of any existing floral resources around the nest and observed flight corridors as determined by the Qualified Biologist. At a minimum, the buffer should provide at least (i) 50 feet of clearance around nest entrances for hand weed control techniques with non-motorized hand tools, or for the targeted foliar application of grass-specific herbicides that are approved for use in the habitat restoration plan, and (ii) 100 feet of clearance around nest entrances for habitat restoration activities that involve motorized tools, ground disturbance, the use of

vehicles or mechanical tracked equipment, or the use of herbicides applied according to a CDFW approved Pesticide Use Plan. The protective avoidance nest buffer may be adjusted as determined by the Qualified Biologist depending on the locations of the floral resources and flight corridors and using the most current and commonly accepted science and published guidance. Work shall not occur within the protective avoidance nest buffers until the colony is no longer active (i.e., no bees are seen flying in or out of the nest for three consecutive days), as determined by the Qualified Biologist. Restoration activities may occur within the 50 to 100-ft nest buffer only if actively monitored by the Qualified Biologist. The Qualified Biologist will observe and assess the behavior of the CBB, including the frequency of entering and exiting the nest, both before and during work. If CBB exhibits significant changes in behavior indicating stress or avoidance during work, then the Qualified Biologist shall stop all work within the buffer zone and consult with CDFW on how to proceed.

g. Reporting. All survey and monitoring findings shall be included in the annual performance monitoring reports for the Project.

AMM-5. Timing of Weed Control. To avoid potential impacts to CBB, weed control shall be timed prior to flowering of weed species that are potential food sources during project weed management activities to the extent possible. And after at least two full years of site preparation and the installation of the native seed mix in a restoration area has occurred per the habitat restoration plan (Land IQ 2024), weeding shall be done primarily by hand pulling or cutting and be timed to occur prior to flowering of the species to be weeded, when feasible.

AMM-6. Use of Grass-Specific Herbicide. The use of post-emergent, grass-specific, bee safe herbicides identified in the habitat restoration plan (Land IQ 2024) are allowed to control nonnative grasses during the site preparation phase (i.e., consistent weed management following the grow-and-kill techniques prior to installation of the native seed mix). Pre-emergent herbicides are not allowed because they may also impact newly germinated native species, hindering natural recruitment or seed mix establishment. This selective approach ensures that herbicides target only intended nonnative grass species while preserving non-target plants, minimizing potential harm to CBB, and safeguarding other pollinator species. Additionally, this approach avoids adverse impacts on plants that offer floral resources to CBB. Only one grass-specific herbicide is allowed, active ingredient fluazifop-p-butyl (e.g., Fusilade®) for foliar applications, following label-recommended rates, to treat nonnative grasses. This herbicide is listed as Green Level III on the University of California's Division of Agriculture and Natural Resources statewide Integrated Pest Management (UC IPM) database, indicating minimal toxicity to bees and requiring no bee-related precautions

(UC IPM database; accessed on January 14, 2025). The residual life of herbicides in soil varies by product and can persist from several months to several years before breaking down into inert compounds. Fluazifop-p-butyl exhibits no soil activity (DiTomaso et al. 2013). Other herbicides for nonnative broadleaf weeds (e.g., thistles and mustards) may be controlled according to a CDFW approved Pesticide Use Plan.

AMM-7. Pesticide Use Plan. The grass-specific herbicide, active ingredient fluazifop-p-butyl, is approved for use during the site preparation phase of the Project prior to installation of the native seed mix. If alternative herbicide products are recommended for weed control during the site preparation phase, the City shall submit a "Pesticide Use Plan to Avoid and Minimize Impacts to Crotch's Bumble Bee" (Pesticide Use Plan) to CDFW for approval before use within the Project area. The Pesticide Use Plan will outline best management practices to avoid and minimize negative impacts to CBB and their habitat, following guidance provided by the Xerces Society, the California Department of Pesticide Regulation, and the UC IPM practices to protect bees. Chemicals known to be toxic to bees shall be avoided (e.g., glyphosate), and applications will be conducted outside the flowering periods of known CBB floral resources and CBB active periods (February 1 through October 31) as much as possible. The Pesticide Use Plan shall include a requirement for the City to maintain records of herbicide applications, including invasive plant species treated, location and area treated, products used, application rate, application volume, and application method.

AMM-8. Insecticide and Soil Fumigant Restriction. The use of insecticides or soil fumigants are prohibited in Fairview Park to avoid the harm caused to non-target wildlife, including CBB. Only insecticides or soil fumigants approved for use in writing by CDFW, with minimal impact on non-target wildlife, may be used.

Avoidance and Minimization Measures for Burrowing Owl

BUOW are not known to nest at Fairview Park; therefore, no impacts to active nests of this species are anticipated. Per Species Protection Measure BIO-11 in the Habitat Restoration Plan, pre-work breeding/nesting bird surveys will be conducted by a Qualified Biologist during the bird nesting season (February 15 to August 31). In the unlikely event that nesting BUOW are discovered, the City shall immediately notify and consult with CDFW and adhere to recommendations for active nest buffers as specified by CDFW, and follow Measure BIO-12, Work Restrictions Near Active Nests, to ensure their protection.

For any overwintering BUOW that may be affected by Project activities near occupied winter burrows, the following Avoidance and Minimization Measures (AMMs) will be put in place to prevent potential impacts.

AMM-9. Pre-work Surveys. To avoid disturbance to BUOW during their non-breeding season, the following pre-work survey and avoidance measures shall be implemented from October 1 to March 31.

a. Survey Guidelines. Two pre-work surveys shall be conducted by the Qualified Biologist within 14 days before work begins, at least 4 days apart, and with the second survey no more than 2 days prior to starting work activities. Surveys shall cover all work areas containing suitable BUOW habitat. In the event of a delay in Project activities leaving the site undisturbed for over 14 days, pre-work surveys must be repeated to confirm that BUOW have not established themselves in the Project Area. If pre-work surveys indicate BUOW absence, Project activities may proceed without additional measures.

b. Burrow Buffer. Upon BUOW detection, a protective avoidance buffer shall be established around their burrow in consultation with CDFW: 100 feet for low disturbance activities (e.g., hand tool use) or 300 feet for high disturbance activities (e.g., heavy equipment operation). Once the Qualified Biologist has confirmed that the BUOW has left the burrow for the season, then Project activities within the buffer area may resume.

c. Monitoring. Once the buffer is established, the Qualified Biologist will monitor Project activities occurring near the avoidance buffer for signs of adverse effects, including distress/disturbance, as needed. If adverse effects are detected, the Qualified Biologist will have the authority to stop any activity per AMM-2.

d. Reporting. All survey and monitoring findings shall be included in the annual performance monitoring reports for the Project.

AMM-10. Rodenticide Restriction. The use of rodenticides is prohibited in Fairview Park to avoid the harm caused to non-target wildlife, including BUOW. Only rodenticides approved for use in writing by CDFW, with minimal impact on non-target wildlife, may be used.

Conclusion

The measures included in the IS/MND, as further elucidated in this addendum, will minimize impacts to CBB and BUOW, and no significant impacts to these species are expected as a result of the implementation of the proposed Coastal Sage Scrub and Flower Fields Habitat Restoration Project, which will ultimately provide ecological uplift to habitat for these species in Fairview Park.

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CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH ENDEMIC ENVIRONMENTAL SERVICES, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ENDEMIC ENVIRONMENTAL SERVICES, INC., a California Corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform coastal sage and flower fields habitat restoration and monitoring plan implementation for the Fairview Park Mesa Restoration Project, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, 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 One Million Three Hundred Eleven Thousand Sixty-Two Dollars ($1,311,062.00).

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 (Work Breakdown) approved by City as set forth on pages 10-11 of Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to

the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of eighty-four (84) months, ending on June 30, 2032, unless previously terminated as provided herein or as otherwise agreed to in writing by the 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:	IF TO CITY:
Endemic Environmental Svs, Inc. 110 East Wilshire Avenue, #305 Fullerton, CA 92832 Tel: (714) 869-6687	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5135

Attn: Barry Nerhus, CEO

Attn: Kelly Dalton

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 negligent 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 negligence of 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 once payment has been received by Consultant. 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

_____ Date: _____
Signature

_____
Barry Nerhus, CEO & Principal Ecologist

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
Interim City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Kelly Dalton
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____

Brian Gruner
Parks and Community Services Director

APPROVED AS TO PURCHASING:

_____ Date: _____

Carol Molina
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL 25-06

FOR

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

Costa Mesa

Parks and Community Services Department

CITY OF COSTA MESA

Released on September 10, 2024

REQUEST FOR PROPOSAL
FOR
Fairview Park Mesa Restoration: Coastal Sage and Flower Fields Habitat Restoration and Monitoring Plan Implementation

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for Fairview Park Landscape Maintenance Services for the Parks and Community Services Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 5 years with 3 one-year renewals. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $189.9 million and a total budget of over $240.10 million for fiscal year 2023-2024.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant

to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	**September 10, 2024 5:00pm**
Mandatory pre-proposal Conference	**September 17, 2024 11:00am**
Deadline for Written Questions	**September 19, 2024 by 5:00pm**
Responses to Questions Posted	**September 24, 2024 by 5:00pm**
Proposals are Due	**September 27, 2024 by 12:00 p.m.**
Interviews (if held)	**October 15-16, 2024**
Approval of Contract	**October/November 2024**

**All dates are subject to change at the discretion of the City.

Pre-Proposal Conference: A MANDATORY Pre-Proposal conference will be held on **September 17, 2024 at 11:00 a.m.** in City Hall Community Room at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. A Pre-Proposal conference is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the City's requirements as defined in Appendix A – Scope of Work, Section 1.4 Restoration Contractor Qualifications and Section 1.5 Restoration Specialist Qualifications. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear

description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

    1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

    2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

    3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

    4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

    5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

    6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.

    7. Fee schedule must include costs for each location and fee schedules for any hours outside of the proposed hours of operation at each location.

- **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are

similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

5. How many years have you been in business under your present business name?

6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.

7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.

    - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B,** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**. See No. 12 of this RFP below.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:

    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions
    5. Disqualifications Questionnaire
    6. Bidder/Applicant/Contractor Campaign Contribution
    7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following: **Fee schedule must include costs for each position with hourly rate (if applicable).**

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.

- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than ***12*:00 p.m. (P.S.T) on September 27, 2024*.*** Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. ***NO EXCEPTIONS.***

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **September 19, 2024 by 5:00 P.M.** The City reserves the right not to answer all questions.

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

  From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten(10)

consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

- **W-9** – Current signed form W-9 (Taxpayer Identification Umber & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Key Personnel—25%**
2. **Method of Approach—30%**
3. **Qualifications & Experience of Firm-- 25%**
4. **Cost Proposal-- 15%**
5. **References- 5%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **<u>Responsiveness Screening</u>**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **<u>Initial Proposal Review:</u>** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **October 15-16, 2024** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or via zoom. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

6. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

6. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

   - Preparing Proposal in response to this RFP;
   - Submitting that Proposal to the City;
   - Negotiating with the City any matter related to the Proposal; and,
   - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

   If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

   Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP

with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

12. **Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

    All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.

    Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain

the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

Scope of Work

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APPENDICES

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

EXECUTIVE SUMMARY

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

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

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

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

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

1 INTRODUCTION

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

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

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

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

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

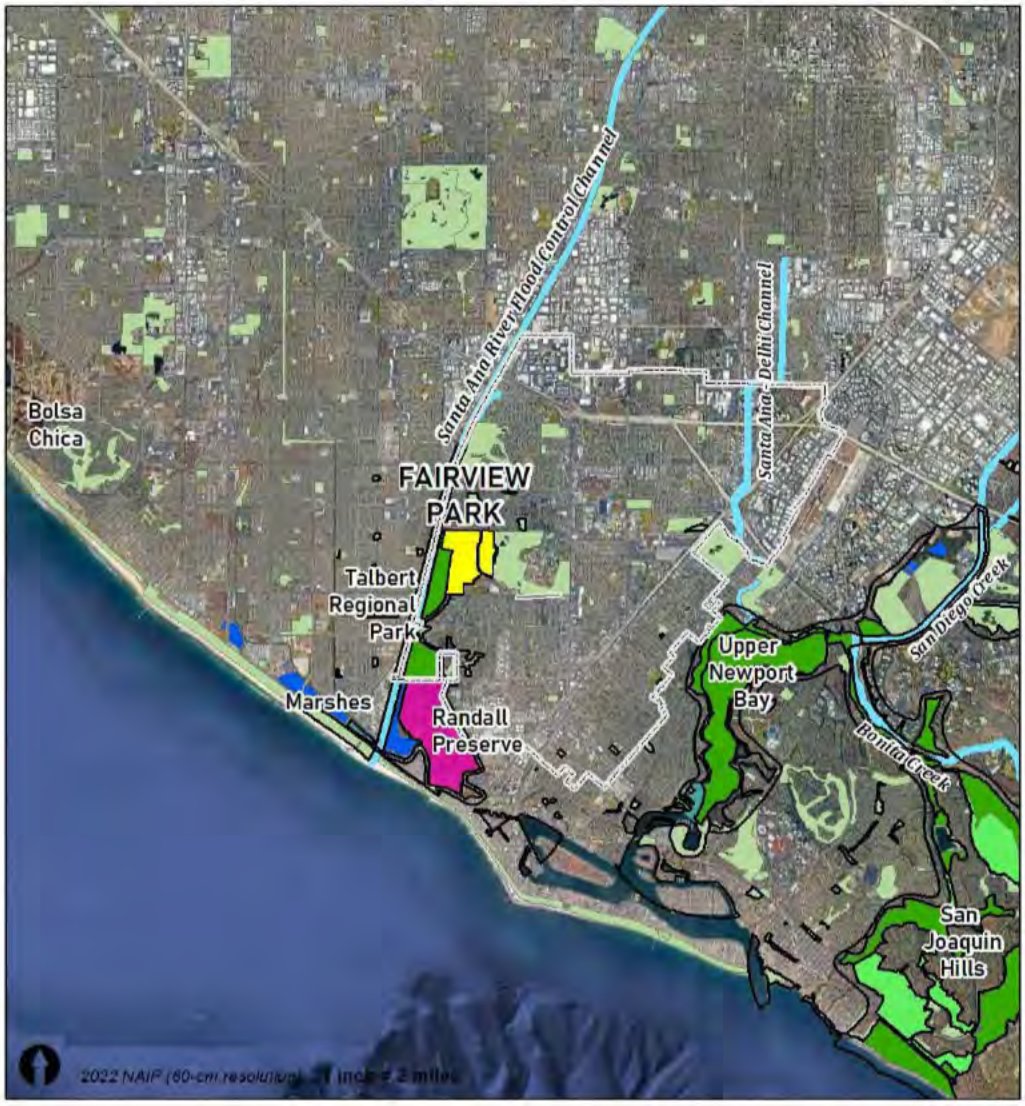
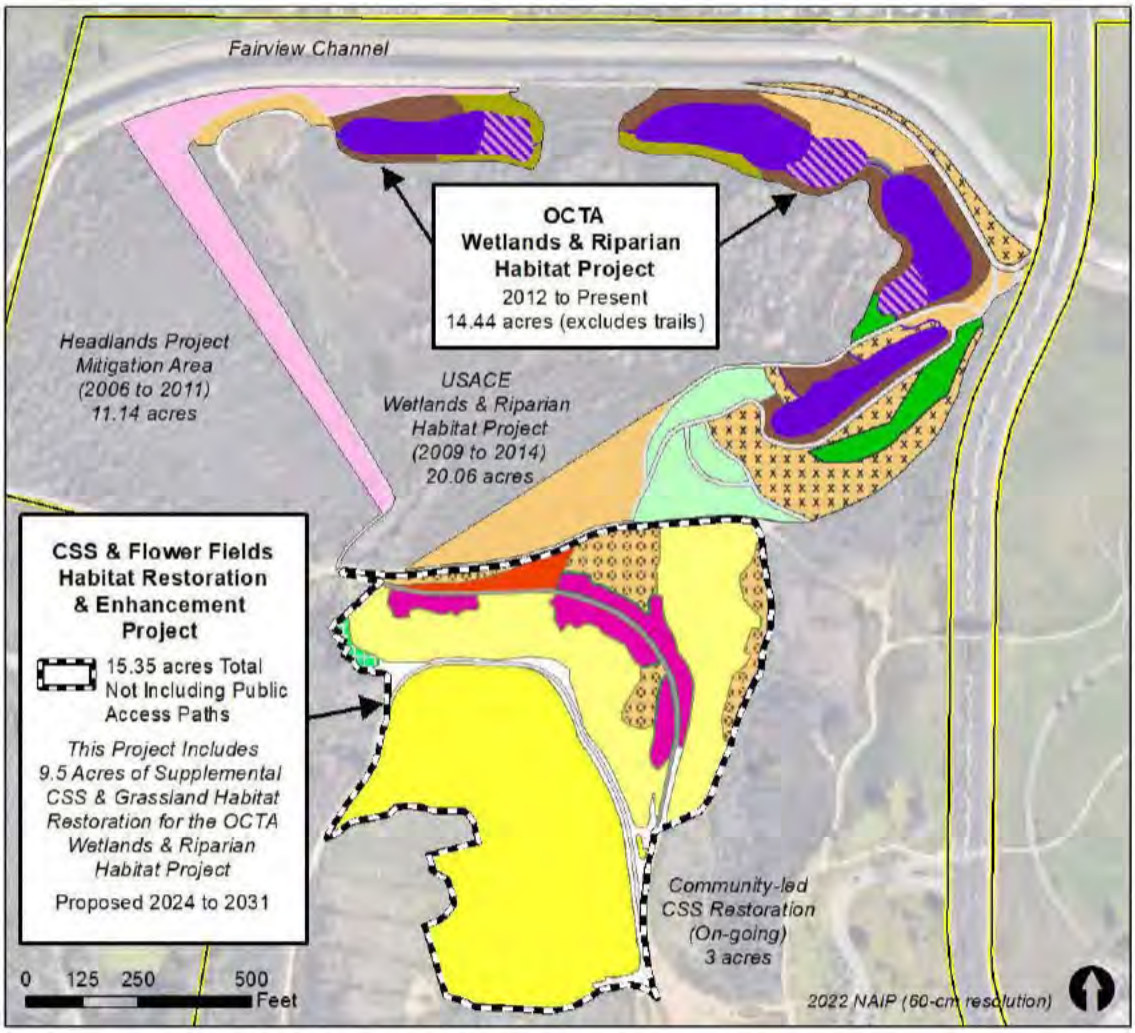


Figure 1-1 *Regional Location of Fairview Park in the City of Costa Mesa, Orange County, California.*



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

MAP CODE | 2023 VEGETATION MAP UNIT COMMON NAME

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

LAND IQ

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

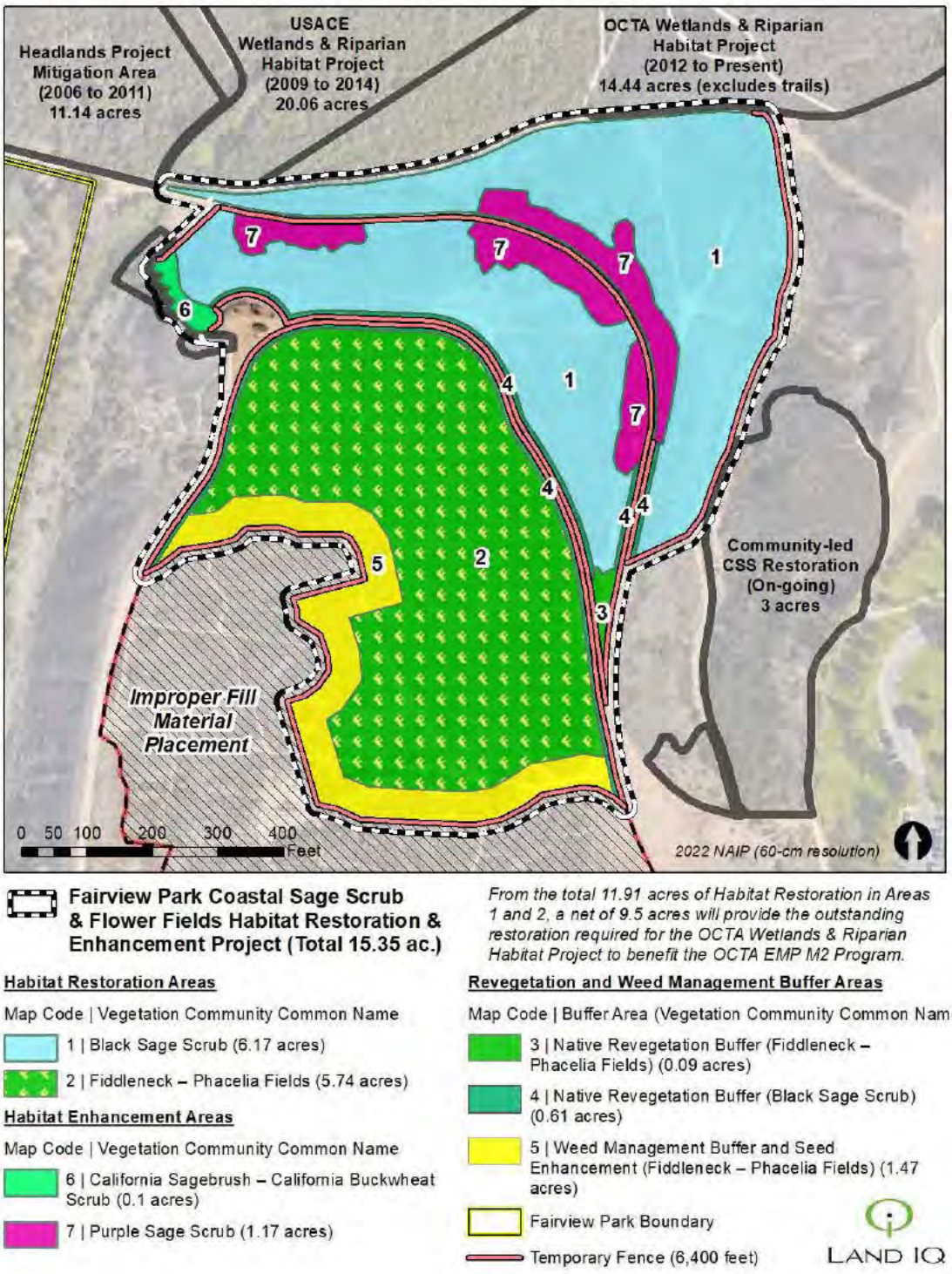


Figure 1-3 *Location of the CSS & Flower Fields Habitat Restoration Project Areas, Including a Net of 9.5 Acres in Areas 1 and 2 Required for the OCTA Wetlands and Riparian Habitat Project.*

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

1.1 PROJECT GOALS AND OBJECTIVES

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

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

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

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

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

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

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

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

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

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

1.2 PROJECT LOCATION AND REGIONAL SIGNIFICANCE

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

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

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

1.3 RESPONSIBLE PARTIES

LANDOWNER AND "PROJECT SPONSOR" OF THE OCTA PROJECT

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

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

BENEFICIARY OF APPLICABLE MITIGATION CREDIT ASSOCIATED WITH THE OCTA PROJECT

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

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

REGULATORY AUTHORITIES

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

State regulatory authority for:

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

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

Federal regulatory authority for:

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

1.4 RESTORATION CONTRACTOR QUALIFICATIONS

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

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

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

1.5 RESTORATION SPECIALIST QUALIFICATIONS

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

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

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

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

1.6 COMPLIANCE

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

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

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

2 Existing Conditions, Habitat Restoration Strategy, and Project Success Criteria

2.1 Topography

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

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

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

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

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

2.2 Soils

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

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

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

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

Exchangeable sodium (i.e., measure of the amount of sodium ions that can be readily exchanged with other cations in the soil solution, which can influence infiltration rates, soil structure, plant growth and salinity) increases at depths beyond one meter.

2.3 VERNAL POOL WATERSHED

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

A portion of the project occurs within the historic vernal pool watershed (Figure 2-3) that currently no longer functions as part of the vernal pool watershed because it is disconnected by the presence of the improper fill placement. Restoration of the vernal pool watershed, including removal of the improper fill material, is identified in the existing Fairview Park Master Plan (City of Costa Mesa 2008) and remains a management goal identified by Land IQ (2024) as a habitat restoration opportunity.

While vernal pool indicator plants and fairy shrimp occur in Fairview Park vernal pools and areas that periodically pond in the vernal pool watershed, including in the basins created by openings in the improper fill material that are at natural grade—the project area is north of the areas that pond and does not have andy vernal pool features or ponding water. No ponding or rare plants were observed in the project area during 2023 surveys (Hamilton Biological 2023) and 2017 surveys (Glenn Lukos Associates 2017).

Glenn Lukos Associates (2017) examined ponded areas for fairy shrimp, and while fairy shrimp were detected in other areas within the improper fill area and south of that area in the vernal pools and vernal pool watershed, because there was no ponding in the project area north of the improper fill area, no fairy shrimp were detected.

ARCHAEOLOGICAL SITE AND IMPROPER FILL MATERIAL

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

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

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

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

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

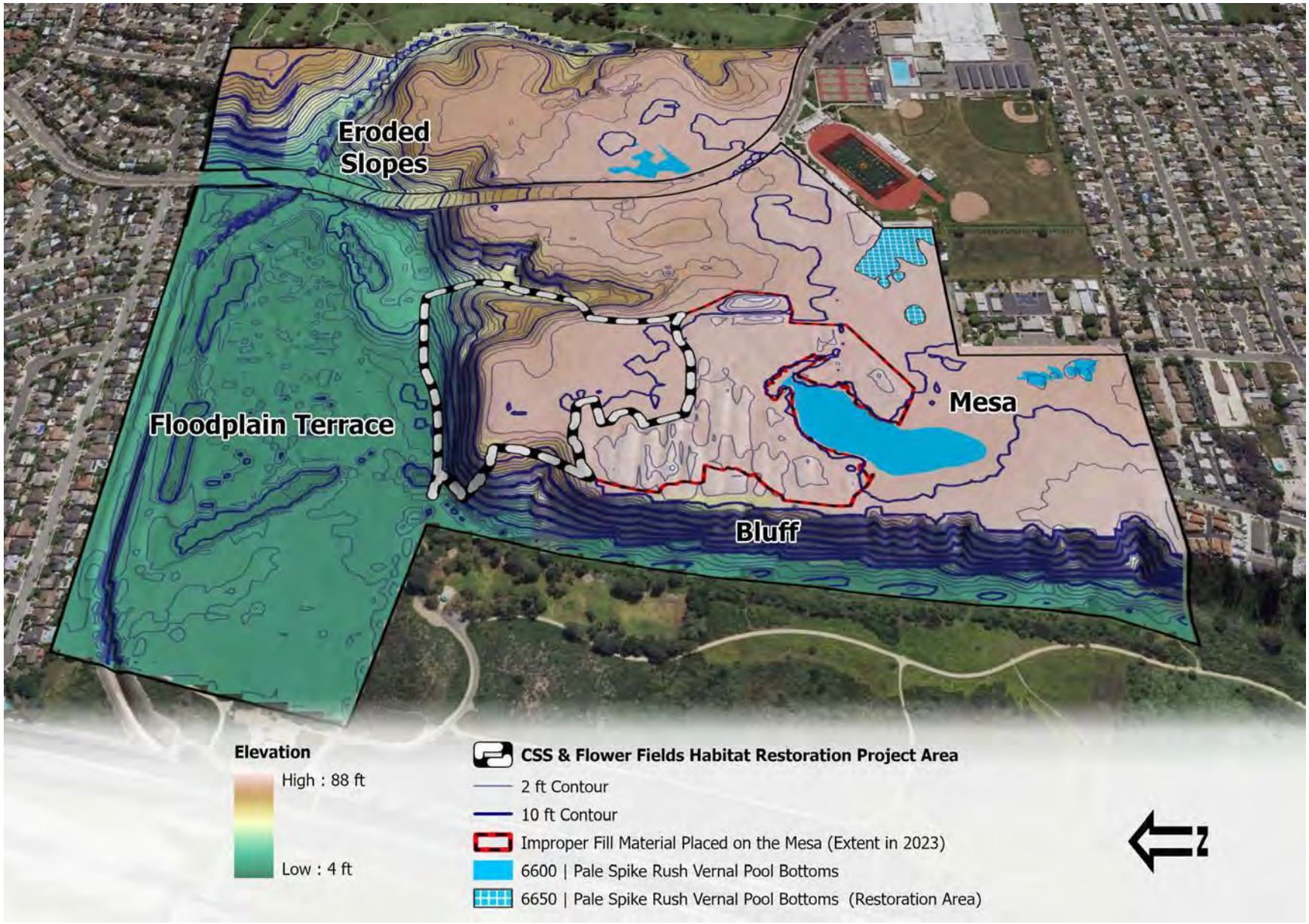


Figure 2-1 Geomorphic Features of Fairview Park.

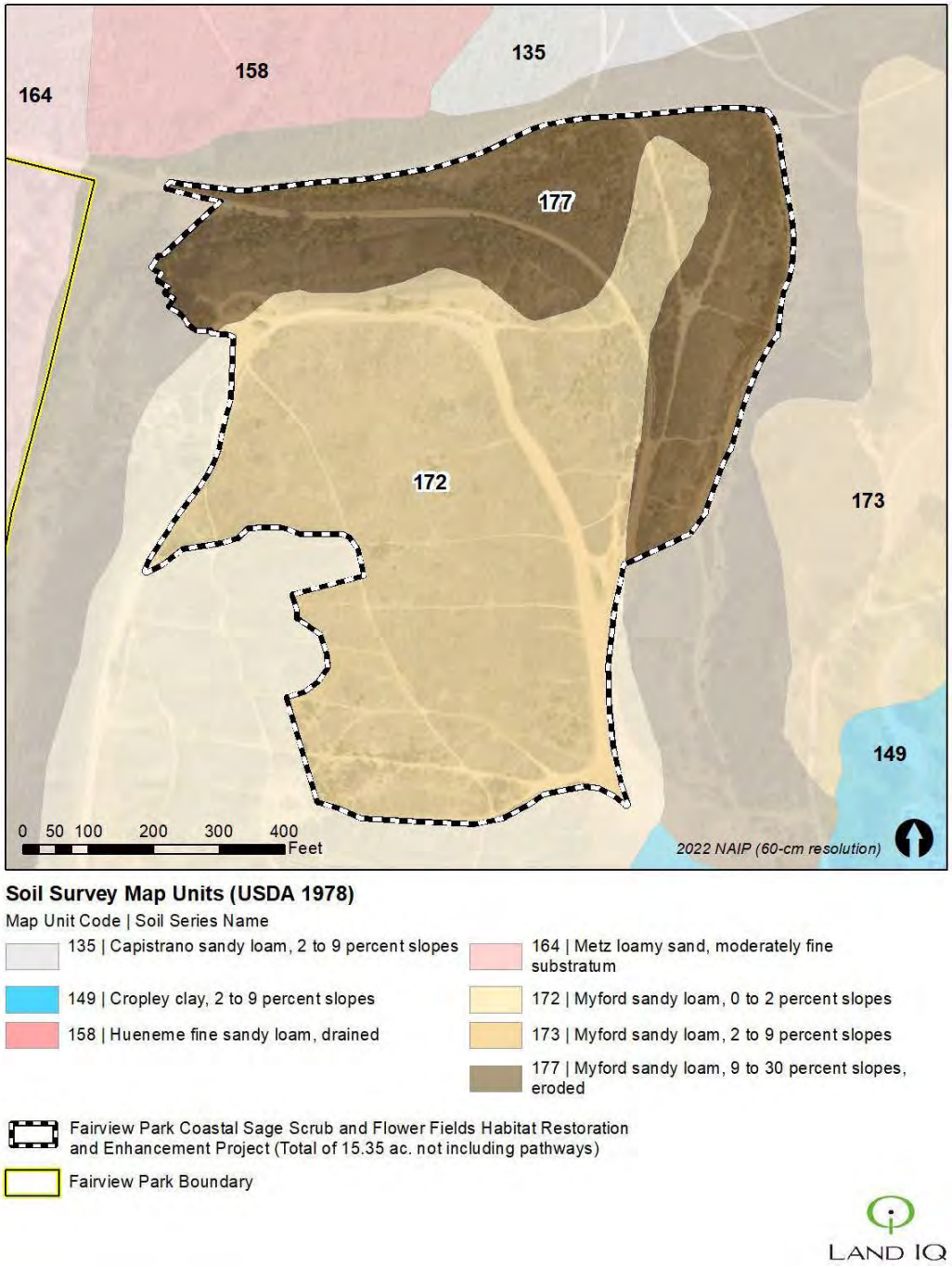


Figure 2-2 Soil Series Mapped in Fairview Park (USDA 1978).



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

2.4 EXISTING VEGETATION COMMUNITIES

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

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

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

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

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

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

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

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

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

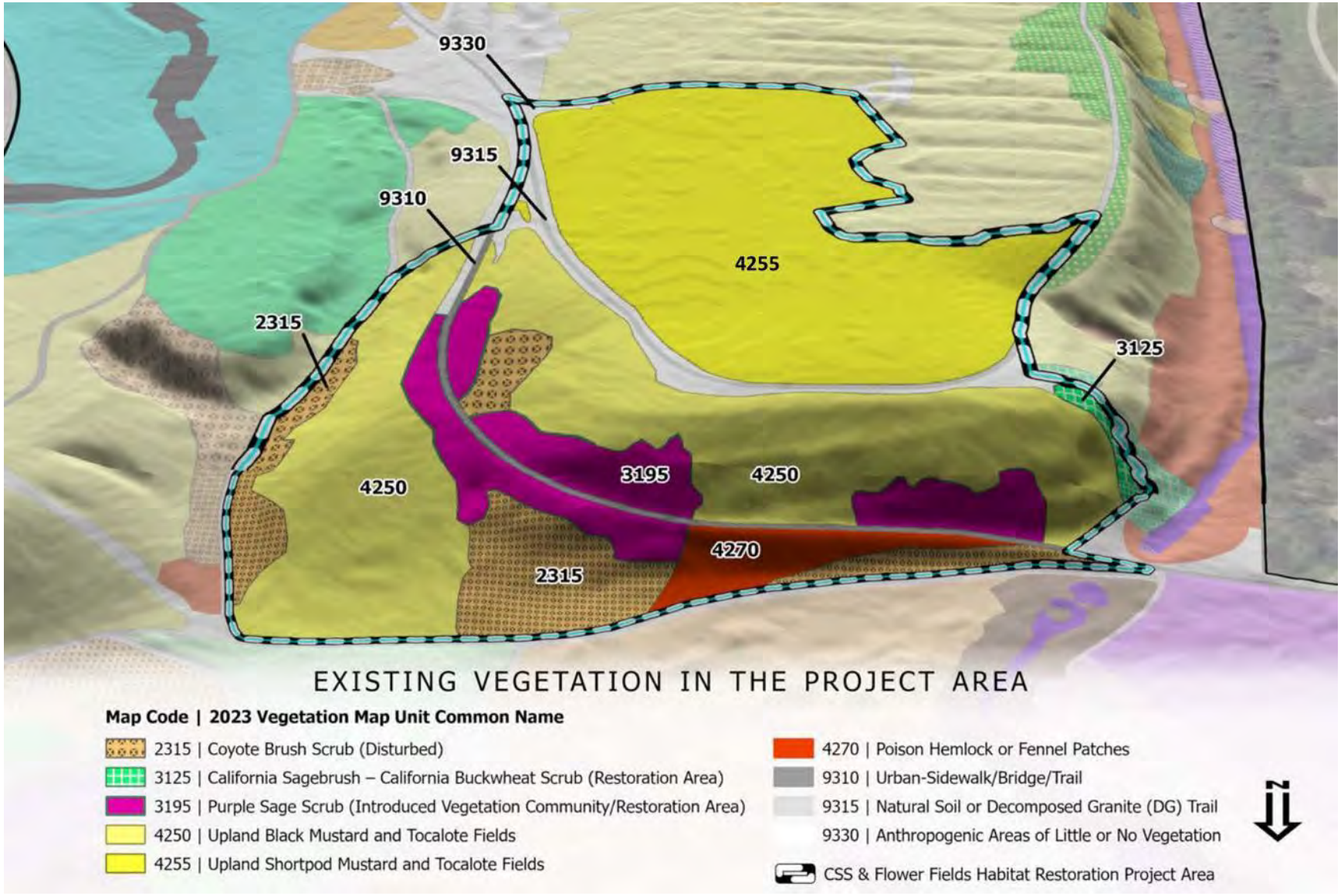


Figure 2-4 Existing Vegetation Communities in the Project Area.

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

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

2.4.1 COYOTE BRUSH SCRUB (DISTURBED)

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



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

2.4.2 California Sagebrush – California Buckwheat Scrub (Restoration Area)

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



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

Photo Taken April 27, 2023

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

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



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

2.4.4 Upland Black Mustard and Tocalote Fields

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

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



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

2.4.5 UPLAND SHORTPOD MUSTARD AND TOCALOTE FIELDS

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

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

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

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



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

Photo Taken March 8, 2023



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

Photo Taken April 27, 2023

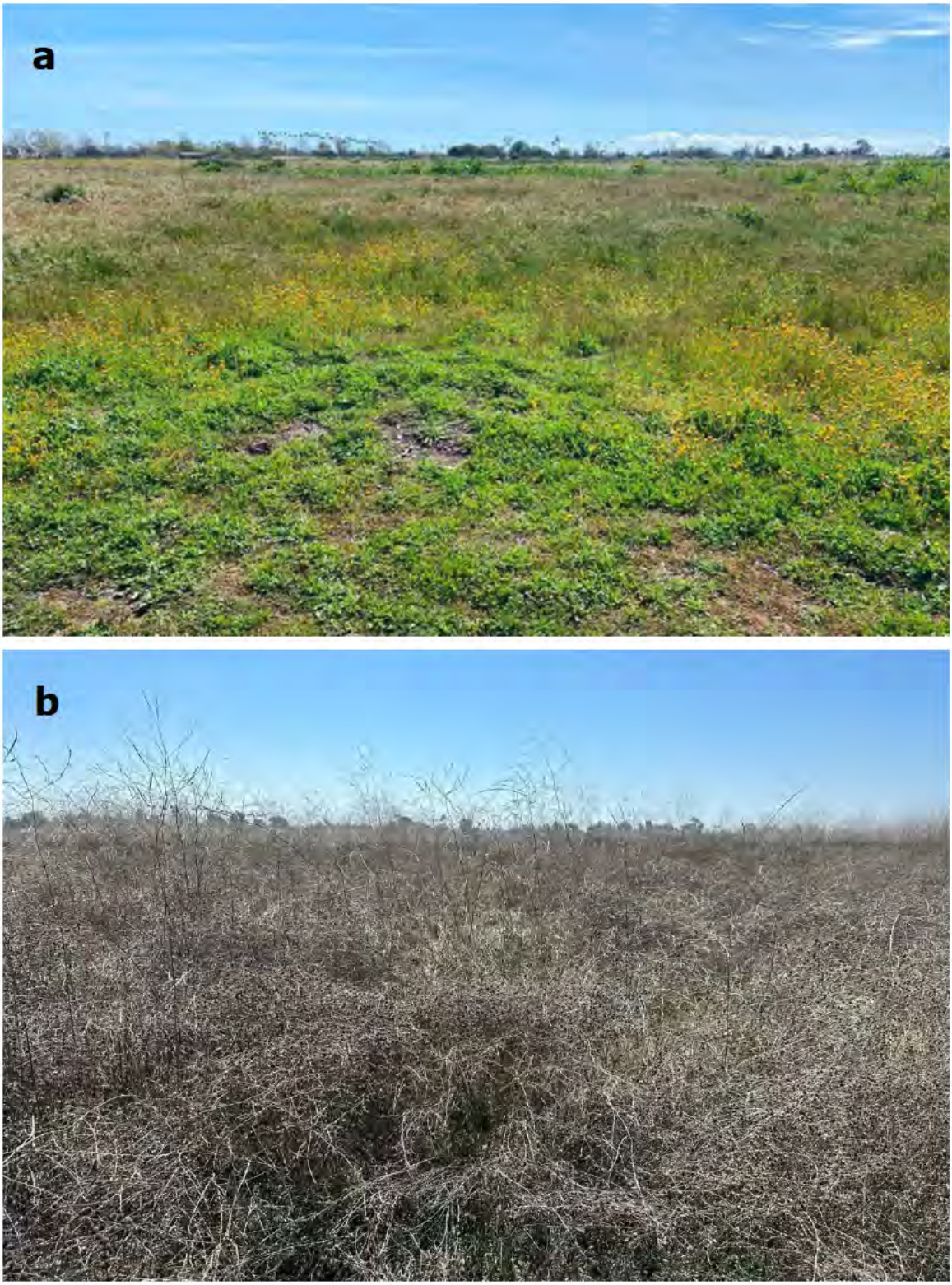


Figure 2-11 Example of Shortpod Mustard and Tocalote Fields on the Mesa in (a) Late Winter, March 8, 2023, and (b) Summer, September 24, 2023.

2.4.6 POISON HEMLOCK OR FENNEL PATCHES

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

2.5 WILDLIFE

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

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

2.5.1 SENSITIVE AND PROTECTED SPECIES

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

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

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

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

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

2.6 HABITAT RESTORATION STRATEGY

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

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

2.6.1 ADAPTIVE MANAGEMENT

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

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

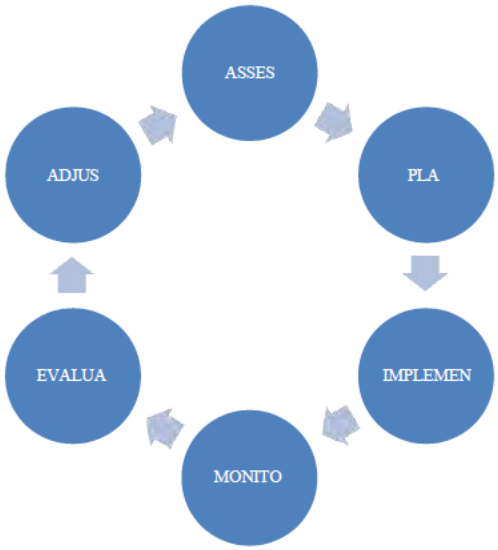


Figure 2-12 Adaptive management in 6-steps.

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

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

2.6.2 Habitat Restoration and Enhancement Targets

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

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

HABITAT RESTORATION AREA 1

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

HABITAT RESTORATION AREA 2

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

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

HABITAT ENHANCEMENT AREA 6

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

HABITAT ENHANCEMENT AREA 7

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

NATIVE REVEGETATION BUFFER AREA 3

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

NATIVE REVEGETATION BUFFER AREA 4

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

WEED MANAGEMENT BUFFER AREA 5

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

2.6.3 PROJECT DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.7 IMPLEMENTATION SCHEDULE

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

Table 2-2 HRMP Project Implementation Schedule.

Activity	**2025** Site Protection, Dethatch, Irrigation, & Planting			**2026** Weed Management & Container Plant Establishment Year 1				**2027** Weed Management & Container Plant Establishment Year 2				**2028** **Performance Monitoring Year 1** Maintenance & Monitoring				**2029** **Performance Monitoring Year 2** Maintenance & Monitoring				**2030** **Performance Monitoring Year 3** Maintenance & Monitoring				**2031** **Performance Monitoring Year 4** Maintenance & Monitoring				**2032** **Performance Monitoring Year 5** Maintenance & Monitoring			
	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall
Site Protection, Initial Dethatch, Cultural Resource Protection Monitoring, and Temporary Irrigation																															
Install Temporary Post-and-Rope Fence & Signage		×	•																												
Weed Dethatching Event (Late Oct to Nov) & Cultural Resource Protection Monitoring			×																												
Install Temporary Irrigation System (Areas 1, 2 & 4)			×	•																											
Native Revegetation Buffer (Area 4) and Drainages in Area 1 Container Planting, Irrigation, & Maintenance																															
Dig Container Planting Basins (Late Oct to Nov) & Cultural Resource Protection Monitoring			×	•																											
Install Nursery Grown Container Plants in Area 4 & Select Drainages in Area 1			×	•																											
Supplemental Irrigation of Container Plants			•	×	×	×	×	•	•	•	•																				
Hand Weeding of Container Planting Basins			•	×	×	×	×	×	×	×	×	•	•	•	•																	
Weed Management Buffer (Area 5) Weed Maintenance																															
Manage Weed Management Buffer (Area 5): Mow or line trim, as needed to prevent seed set				×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•	×	×	×	•
High Priority Invasive Plant Control in All Areas, As Needed	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

Activity	**2025** Site Protection, Dethatch, Irrigation, & Planting			**2026** Weed Management & Container Plant Establishment Year 1				**2027** Weed Management & Container Plant Establishment Year 2				**2028** **Performance Monitoring Year 1** Maintenance & Monitoring				**2029** **Performance Monitoring Year 2** Maintenance & Monitoring				**2030** **Performance Monitoring Year 3** Maintenance & Monitoring				**2031** **Performance Monitoring Year 4** Maintenance & Monitoring				**2032** **Performance Monitoring Year 5** Maintenance & Monitoring			
	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall
Pre-Seed Installation Adaptive Weed Management																															
Irrigated Grow-and-Kill in Areas 1 & 2, and in adjacent Areas 3, 4, 6 & 7: Typically, 1 or 2 Weeding Events per Season, for a total of 4 to 8 events per year, for 2 years				×	×	×	×	×	×	×	×																				
High Priority Invasive Plant Control in All Areas, As Needed	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Native Seed Collection & Installation																															
Special Collection of Native Seeds, Seed Bulking, & Commercial Seed Production				×	×	×	×	×	×	×	•																				
Hydroseed Installation in Area 1											×	•																			
Broadcast Seed and Cultipacker for Good Soil-to-Seed Contact in Areas 2 and 5											×	•																			
Hand Seed Installation in Areas 3, 4, 6, & 7											×	•																			
Maintenance After Seed Installation																															
Supplemental Irrigation, As Needed in Winter, and Spring for 1 to 3 Years (No Irrigation in the Final 2 Years)												×	×			×	×			•	•										
Hand Weed, As Needed: Areas 1, 2, 3, 4, 6, & 7												•	×	×	•	×	×	×	•	×	×	•	•	×	×	•	•	•	•	•	•
High Priority Invasive Plant Control in All Areas, As Needed												•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

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

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

2.8 PROJECT SUCCESS CRITERIA

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

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

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

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

2.8.1 REMEDIAL MEASURES

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

2.8.2 CONTINGENCY MEASURES

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

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

2.8.3 NOTICE OF COMPLETION

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

2.8.4 LONG-TERM PROTECTION INSTRUMENT

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

3 RESOURCE PROTECTION MEASURES

3.1 QUALIFIED BIOLOGIST AND APPROVED BIOLOGIST QUALIFICATIONS

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

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

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

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

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

3.2 SPECIES PROTECTION

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

3.2.1 COASTAL CALIFORNIA GNATCATCHER

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

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

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

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

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

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

3.2.2 LEAST BELL'S VIREO

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

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

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

3.2.3 CROTCH'S BUMBLE BEE

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

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

3.2.4 BURROWING OWL

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

3.2.5 BREEDING / NESTING BIRDS

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

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

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

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

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

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

3.3 CULTURAL RESOURCE PROTECTION

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

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

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

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

3.3.1 Measures for Cultural Resource Avoidance Areas

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

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

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

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

4.1 General Protection Measures

4.1.1 Equipment

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

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

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

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

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

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

4.1.2 PROJECT ACCESS AND STAGING

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

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

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

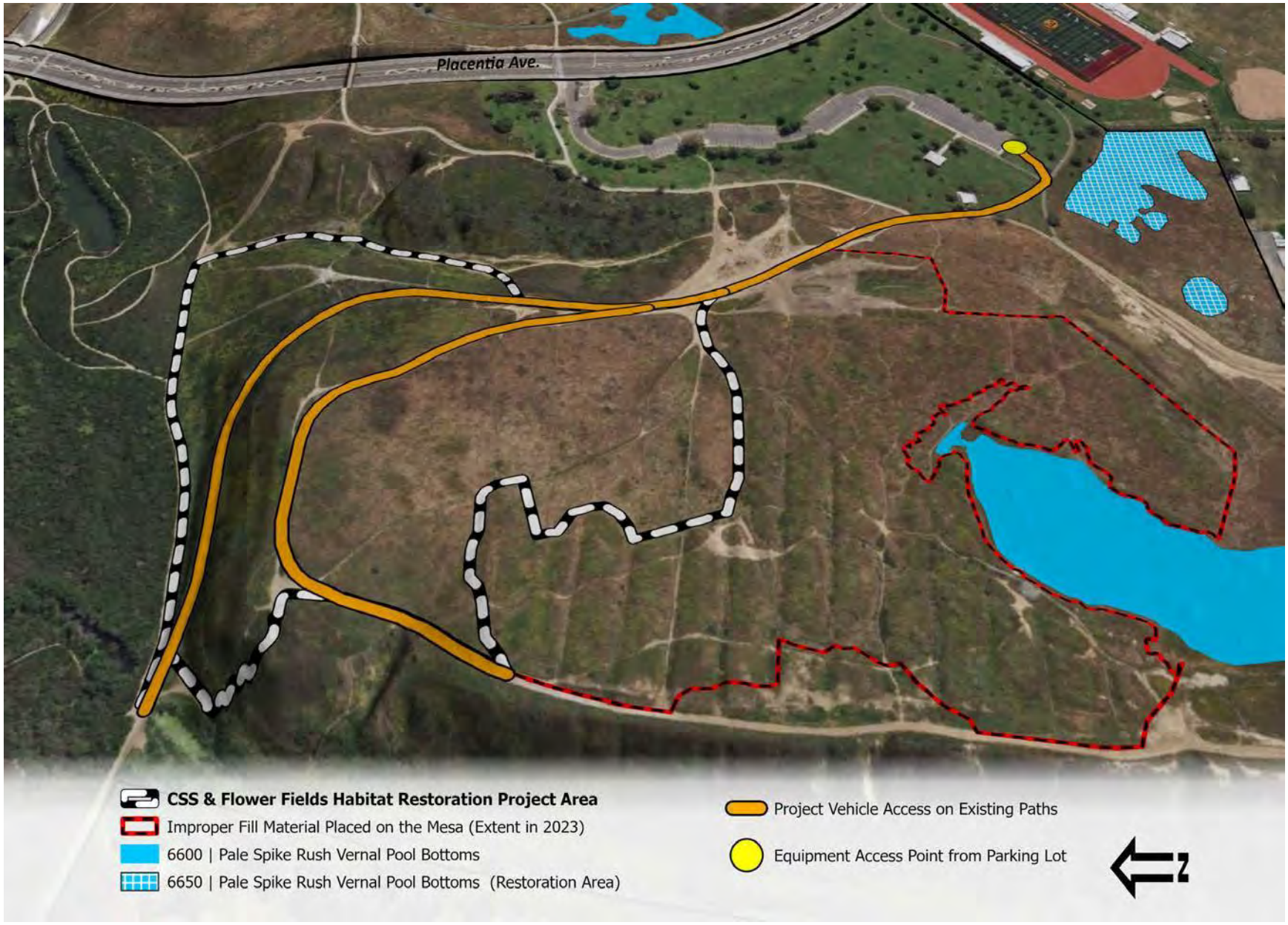


Figure 4-1 Vehicle Access Point and Pathways to Project Area.

4.1.3 GOOD HOUSEKEEPING PRACTICES

A. Restoration activities will be limited to daylight hours.

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

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

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

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

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

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

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

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

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

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

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

4.1.4 TEMPORARY FENCE AND SIGNAGE

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

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

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

4.1.5 REMOVAL OF TRASH AND DEBRIS

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

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

4.1.6 PEST CONTROL

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

4.1.7 EROSION CONTROL

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

STRAW WATTLES

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

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

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

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

4.2 INITIAL DETHATCHING EVENT

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

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

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

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

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

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

4.3 TEMPORARY IRRIGATION SYSTEM

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

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

4.3.1 OVERHEAD IMPACT SPRINKLER IRRIGATION SYSTEM FOR AREAS 1 AND 2

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

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

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

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

4.3.2 AREA 4 BUBBLER IRRIGATION

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

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

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

4.3.3 IRRIGATION SYSTEM OPERATION

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

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

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

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

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

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

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

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

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

5.1 CONTAINER PLANT PALETTE

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

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

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

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

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

5.2 NURSERY PROPAGATION OF PLANT MATERIAL

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

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

5.3 PREPARATION OF CONTAINER PLANTING BASINS

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

5.4 INSTALLATION OF CONTAINER PLANTS

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

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

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

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

5.5 MAINTENANCE OF PLANTINGS

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

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

5.5.1 SUPPLEMENTAL AMENDMENTS

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

5.5.2 CONTAINER PLANT REPLACEMENT

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

6 WEED MANAGEMENT BUFFER (AREA 5)

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

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

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

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

7 Pre-Seed Installation Adaptive Weed Management

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.1 PHYSICAL CONTROL METHODS

7.1.1 MOWING/LINE TRIMMING

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

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

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

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

7.1.2 HAND/MECHANICAL PULLING OR CUTTING

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

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

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

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

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

7.1.3 CUT-AND-DIG

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

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

7.1.4 MECHANICAL RAKING/WINDROWING

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

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

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

7.2 CHEMICAL CONTROL METHODS

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

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

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

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

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

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

7.2.1 FOLIAR SPRAY TREATMENT

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

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

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

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

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

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

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

7.2.2 RECOMMENDED HERBICIDES FOR THE CONTROL OF NONNATIVE SPECIES

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

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

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

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

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

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

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

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

Fluazifop (Fluazifop-p-butyl Fusilade® DX)

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

Application Rate

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

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

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

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

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

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

Glyphosate

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

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

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

Application Rate

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

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

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

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

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

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

Clopyralid

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

Application Rate

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

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

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

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

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

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

Triclopyr

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

Application Rate

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

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

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

7.2.3 WEED SEED HANDLING, RESPROUT REDUCTION, AND PLANT MATTER DISPOSAL

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

In many cases it is possible to leave treated plant matter on site to dry out and decompose. If no flowers or seeds are present, pull the plant and place it on the ground to dry out only if the species is not rhizomatous and there is no potential for re- sprouting. In such cases, it will be important to completely remove all root matter through digging out the roots when mechanical methods are being used, and properly removing and disposing of cut matter off-site. Thatch of plants treated with herbicides that remain in the dead plant material, such as clopyralid should not be used as mulch and if treating large areas, the material should be removed from the site.

If the plant thatch material is to be removed from the site and the conditions are met where there is not seed material present and weeded material is not able to resprout from root material, the thatch can be left to dry out on site for a few days to a week, making it easier for removal since the material will be lighter and easier to work with.

7.2.4 BIOSECURITY PROCEDURES TO PREVENT THE SPREAD OF INVASIVE AND G. OTHER NONNATIVE PLANT SPECIES

Implementing biosecurity procedures is essential to prevent the unintentional spread of target invasive plant species during control activities and to mitigate the introduction of new invasive species to the park. Biosecurity measures include cleaning clothing and equipment, ensuring that equipment used on-site is free of any invasive plant species reproductive material, and verifying materials used in the park, such as erosion control devices, are weed seed-free.

Preventing the spread of invasive species is the first line of defense and a cost-effective approach to controlling their impact. Consistent measures to ensure that seeds and reproductive material of invasive plant species are not spread to new areas will help avoid costly future efforts and potential ecological damage. By safeguarding sensitive habitats from infestation, their ecological functions can be preserved, promoting the overall health and resilience of the park's ecosystem.

BIOSECURITY MEASURES DURING CONTROL ACTIVITIES

Effective weed management not only involves the physical removal and chemical treatment of invasive species but also requires careful attention to minimizing seed dispersal, resprouting, and other unintended consequences of control measures. By taking steps to prevent the future propagation of weeds, the effectiveness of current practices can be enhanced while reducing the severity of subsequent infestations.

Although it is advisable to control weeds before seeds mature, this may not always be feasible, such as when a weed can seed year-round, and monitoring each life stage is challenging. In these situations, it is crucial to be aware of the presence of seeds during control sessions. Even if the plant itself is removed, seeds left behind at the site or on clothing, equipment, vehicles, or waste containers can undermine management efforts and spread the infestation to new areas.

To reduce seed spread, follow these practices:

1. Remove seeds found on plants before cutting, hand-pulling, or herbicide application, placing the material in appropriate disposal containers.
2. Collect seeds from the ground and place them in containers.
3. After each treatment, remove seeds from clothing and equipment, placing them in disposal containers before leaving the area.
4. Thoroughly inspect and clean clothing, equipment, bags, etc., using a brush or other tool, paying close attention to laces, socks, cuffs, pockets, etc.
5. Remove dirt from shoe treads to eliminate embedded seed material.

Vehicles should only be driven on approved pathways to limit contact with potential invasive weed species seed material. Despite minimal contact, vehicles should be inspected and cleaned of all weed seeds before leaving the site, focusing on tire treads, bumpers, radiators, and undercarriages. If waste disposal containers are brought on-site

from other locations, inspect, and remove any weed seeds before using them in the park.

Crews shall be trained by the qualified plant biologist on the Best Management Practices (BMP) for cleaning equipment and clothing to prevent the spread of invasive species. As an alternative, already developed sources for training crews is available online such as from Cal-IPC training video that can be found here: Training Video: Best Management Practices for Preventing the Spread of Invasive Plants – California Invasive Plant Council (cal-ipc.org).

By implementing these measures, the spread of invasive species can be mitigated, promoting a more effective and sustainable approach to weed management.

BIOSECURITY MEASURES FOR PROJECT MATERIALS

To minimize the introduction of invasive species, all materials used within the park should be certified weed-free. This includes, but is not limited to, mulch materials, erosion control products (e.g., straw wattles, hay bales), container plants, soil, and aggregate (topsoil, sand, gravel, fill), and landscape materials such as plants, seeds, sod, mulch, and soil amendments. Prior to use, all materials shall be inspected, and confirmation of their weed seed-free status shall be obtained from the vendor.

For seed material used in restoration projects, the seed must be tested for the presence of noxious weeds and the results provided to the City and the Restoration Specialist upon request. The seed vendor shall be guaranteed and be required to provide proof that the seed is free of noxious weeds. Any container plants used for a restoration project must be inspected at the nursery to observe the facility conditions and to ensure that the container plants are free of any noxious weeds and are kept in an environment where noxious weeds are unable to contaminate the container plants.

7.3 MANAGEMENT METHODS FOR HIGH-PRIORITY INVASIVE PLANTS

The Restoration Contractor is responsible for controlling high-priority invasive plants in the project area. Most of the high-priority invasive plants will be controlled by the irrigated grow-and-kill management program. If high-priority invasive plants need separately timed or targeted treatments, then the Restoration Contractor shall follow the methods described in the long-term method invasive plant management plan prepared by Land IQ (2024) and included as Appendix 1 in this report.

8 NATIVE SEED MIXES AND INSTALLATION

8.1 NATIVE SEED MIXES

The seed mixes for Habitat Restoration Areas 1 and 2, Native Enhancement Areas 6 and 7, Native Revegetation Buffer Areas 3 and 4, and the low-diversity native erosion control mix for Area 5 are presented in Table 8-1.

Table 8-1 Seed Mixes for Areas 1, 2, 3, 4, 5, 6 and 7.

Scientific Name	Common Name	Area 1 PLS/Acre	Area 2 PLS/Acre	Area 3 PLS/Acre	Area 4 PLS/Acre	Area 5 PLS/Acre	Area 6 PLS/Acre	Area 7 PLS/Acre	5% Extra PLS	Total PLS
Achillea millefolium	common yarrow		53,312						15,460	**324,670**
Acmispon glaber	deerweed	387,600	64,600	387,600	387,600	387,600	193,800	387,600	201,391	**4,229,201**
Amsinckia menziesii	common fiddleneck	2,760	55,200	55,200	55,200	55,200	13,800	13,800	23,660	**496,862**
Artemisia californica	California sagebrush	371,250			371,250			123,750	132,413	**2,780,663**
Asclepias fascicularis	narrow leaf milkweed		52,650	52,650					15,532	**326,167**
Baccharis pilularis	coyote bush	720						720	259	**5,443**
Calandrinia menziesii	red maids		89,600	8,960	8,960	8,960			26,970	**566,362**
Cucurbita foetidissima	Buffalo gourd	1,440	1,440	1,440	1,440		1,440	1,440	990	**20,790**
Datura wrightii	sacred datura	1,440	1,440	1,440			1,440	1,440	947	**19,883**
Deinandra fasciculata	clustered tarplant	54,000	54,000	54,000	54,000	54,000	54,000	54,000	41,175	**864,675**
Elymus condensatus	giant wild rye	27,200					16,320		8,473	**177,929**
Encelia californica	bush sunflower	54,000	54,000	54,000	54,000	54,000	18,000	54,000	41,085	**862,785**
Ericameria palmeri	Palmer's goldenbush		320,000	320,000	320,000				104,000	**2,184,000**
Eriogonum fasciculatum	California buckwheat	75,000	18,750		75,000			75,000	34,688	**728,438**
Eriophyllum confertiforum	golden yarrow	288,750		57,750			57,750	57,750	92,833	**1,949,496**
Festuca microstachys	small fescue	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000	432,000	432,000	789,480	**16,579,080**
Grindelia camporum	common gumplant	393,750	393,750	393,750					238,219	**5,002,594**
Hordeum intercedens	vernal barley		1,371,420	1,371,420	1,371,420	1,371,420			548,568	**11,519,928**
Isocoma menziesii	coastal goldenbush	96,000	19,200	96,000	96,000				38,688	**812,448**
Lasthenia californica	California goldfields		1,400,000	1,400,000	1,400,000	1,400,000			560,000	**11,760,000**
Lupinus bicolor	minature lupine	83,300	83,300	83,300	83,300	83,300			59,143	**1,242,003**
Lupinus succulentus	arroyo lupine	24,990	24,990	24,990	24,990	24,990	24,990	24,990	19,055	**400,152**
Malacothamnus fasciculatus	chaparral bush mallow	18,000					18,000	18,000	6,525	**137,025**
Marah macrocarpus	wild cucumber	235					235	235	85	**1,790**
Phacelia cicutaria var. *hispida*	caterpillar scorpionweed	85,500	85,500	85,500	85,500				54,293	**1,140,143**
Phacelia distans	common scorpionweed	99,960	99,960	99,960	99,960				63,475	**1,332,967**

Scientific Name	Common Name	Area 1 PLS/Acre	Area 2 PLS/Acre	Area 3 PLS/Acre	Area 4 PLS/Acre	Area 5 PLS/Acre	Area 6 PLS/Acre	Area 7 PLS/Acre	5% Extra PLS	Total PLS
Phacelia ramosissima	branching scorpionweed	104,500	104,500	104,500	104,500				66,358	**1,393,508**
Phacelia tanacetifolia	lacy scorpionweed		44,100	44,100	44,100				14,333	**300,983**
Plagiobothrys acanthocarpus	adobe popcornflower		11,700	11,700	11,700				3,803	**79,853**
Plagiobothrys collinus	Cooper's popcornflower		17,550	17,550	17,550				5,704	**119,779**
Plantago erecta	California plantain	1,800,000	1,440,000	1,440,000	1,440,000	1,440,000	720,000	720,000	1,171,800	**24,607,800**
Pseudognaphalium californicum	ladies' tobacco	125,000					125,000	125,000	45,313	**951,563**
Salvia apiana	white sage	63,000					63,000	15,750	20,475	**429,975**
Salvia mellifera	black sage	182,000					182,000	45,500	59,150	**1,242,150**
Solanum douglasii	Douglas' nightshade	1,800					900	900	605	**12,710**
Stipa pulchra[1]	purple needle grass	1,188,000	1,188,000	1,188,000	1,188,000	1,188,000	396,000	792,000	884,070	**18,565,470**

[1] *Seed of Stipa spp. shall be de-awned*
PLS = Pure Live Seed

8.1.1 SEED SOURCE

The seed material shall be wild collected in Orange County Seed Collection Zone (Figure 8-1) as described in the Orange County Native Seed Partnership Strategic Plan (AECOM 2023). Native species that are not available for wild collection in sufficient quantities, and that the Restoration Specialist deems to be important for the functional diversity of the restored vegetation community, will be sourced from suppliers of native commercially bulked seed that can be verified as collected or sourced from a suitable bioclimatic zone in southern California.

Grass species that do not exist in large enough quantities can be sourced from southern California, including commercially bulked *Stipa* species. For those species that function as erosion control (lupines [*Lupinus* spp.] and California plantain [*Plantago erecta*]) or do not exist in large enough quantities within the specified seed collection area, it will be necessary to either (a) use seed stock from a seed collector/supplier that can be verified as collected within the Orange County Seed Collection Zone, or (b) extend the collection area on a species-by-species basis from appropriate sources in a similar microclimate regime. The seed collector shall certify seed collection locations. Sources for all species and any adjustments or substitutions shall be approved by the Restoration Specialist.
For seed that is sourced outside of the Orange County Seed Collection Zone, the City will obtain approval by the Wildlife Agencies.

The required seed material shall be collected by a qualified native seed collection firm that has a minimum of five years of experience and holds the necessary licenses/permits through the term of the project. The selected firm must be approved by the Restoration Specialist. Special local seed will be collected between fall 2024 and fall 2026.

The seed mixes shall be provided by species in pure live seed (PLS) amounts for ordering. The seed collector shall assure the PLS for each species will be documented with seed tests for individual seed lots. The individual lots must be tested for seed viability and purity by an independent seed-testing laboratory certified by the Association of Official Seed Analysts, or equivalent. Seed tests must be performed no greater than 12 months before seed application. Collected seed shall not contain any weed species listed as noxious or restricted in the state.

The specified PLS for each seed mix will be pre-mixed prior to shipping and supplied in 50-lbs. bags, or as requested by the Restoration Specialist. All bags will have seed tags with the following information for each species: botanical name, PLS lbs. per acre and total lbs, bulk lbs. per acre and total lbs, and percent total viability. The bag will also include the total net weight of the contents in PLS lbs. and bulk lbs.



Figure 8-1 Orange County Seed Collection Zone (AECOM 2023).

8.1.2 ADJUSTMENTS TO SEED MIXES PRIOR TO INSTALLATION

Adjustments will be made to the seed mixes based on the available material collected, including addition of suitable plant species, and subtraction of plant species that were not available for local collection. Experience with local seed collection in southern California has proven that it can be difficult to collect enough of all desired species for habitat restoration projects, even with two- to three-year lead times, due to the variable nature of weather, year-to-year including rainfall, and accessibility of collection areas.

The seed mixes can be augmented with desirable plants species from other suitable sources, including other wild collections in the Orange County Seed Collection Zone. The total number of native plant species in each final seed mix for Areas 1 to 7 shall be at least 75 percent of the number of plant species in the seed mixes presented in Table

8-1.

Employing an adaptive management strategy is crucial for optimizing seed mixes and achieving successful habitat restoration. The following revised version highlights the importance of site-specific adjustments and ongoing monitoring:

Adaptive management will play a vital role in fine-tuning seed mixes, allowing the Restoration Specialist to respond to observations made during the site preparation phase (fall 2024 to fall 2026). Specifically, vegetation responses to weeding treatments and the emergence of any existing native soil seed bank will inform these adjustments.

The diverse seed mix, encompassing various species found in both the flower field and coastal sage scrub (CSS) habitat restoration areas, is designed to account for microsite variation. This variability will facilitate the selection of site-specific assemblages of plant species within each area, promoting the development of ecologically appropriate vegetation communities.

Through this adaptive approach, the Restoration Specialist can optimize the seed mixes to support native plant establishment, improve overall habitat quality, and maximize the likelihood of meeting restoration objectives. Monitoring and assessing plant community responses will be an ongoing process, informing future management decisions and ensuring long-term project success.

Exceptions to these sourcing guidelines will be made on a species-by-species basis, balancing the value the functional value of the species (e.g., structural diversity, erosion control, wildlife value) with conservation of local genetics for special status plants or plants that provide a critical function in the lifecycle of special status wildlife.

For seed that is sourced outside of the Orange County Seed Collection Zone, the City will obtain approval by the Wildlife Agencies.

8.2 SEED MIX INSTALLATION

The seed mixes are anticipated to be applied in Fall 2026, but no later than January 31, 2027. Seed mixes will be applied by hydroseeding application, mechanical broadcast seeding followed by a cultipacker, or hand seeding. Seed application will be timed with

the start of the winter rains in late fall/early winter to germinate the seed mix soon after installation and to take advantage of the entire rainfall season.

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

8.2.1 HYDROSEEDING

Prior to hydroseed application, the site should be cleared of plant thatch to provide good seed-to-soil contact.

Hydroseed mixing should be done in a clean tank. The hydroseeder must be equipped with a continuous agitation recirculation system to produce a uniform slurry. Once the seed and (arbuscular mycorrhizal) AM fungi inoculum are added to the mixing tank, application must be within one hour of preparation. Commercially available *Rhizophagus intraradices* is recommended for the AM fungi amendment, as it is ubiquitous and will not impede the development of other native mycorrhizae species.

ONE-STEP HYDROSEEDING

The one-step application consists of the hydraulic application of a slurry mixture that contains water, cellulose wood fiber, seed, AM fungi (if needed), and organic soil stabilizer as follows:

- 2,000 lbs per acre of virgin cellulose wood fiber or recycled newsprint paper fiber (Enviro Fiber S-100 Hydroseeding Mulch or comparable product)
- 60 lbs per acre of AM fungi amendment (approximately 3,300,000 live propagules per acre of AM fungi based on the guarantee of the supplier)
- Specified seed mix
- 160 lbs per acre of organic M-binder (Ecology Control or comparable product).

8.2.2 MECHANICAL BROADCAST SEEDING IMPLEMENTATION

Prior to mechanical broadcast seeding, thatch material should be removed from the site because a well-prepared seedbed is critical for seed- to-soil contact (USDA 2009). Good seed-to-soil contact is key for successful germination of the seed mix.

Wheat bran should be added at ¼ the weight of the specified seed mix bulk weight to facilitate seeding. The bran helps to keep the seeds evenly dispersed in the seeder and produces uniform seeding of different sized seeds (St. John et al. 2012).

Materials to be applied during mechanical broadcast seeding include:

- Specified seed mix for each area
- 60 lbs per acre of AM fungi amendment (approximately 3,300,000 live propagules per acre of AM fungi based on the guarantee of the supplier)
- Bran at ¼ the weight of the specified bulk seed

Prior to broadcast seeding, the surface of the soil should be lightly scarified with a hand rake or a 6-foot wide cultipacker attached to an all-terrain vehicle, crawler type dozer, or tractor. Scarification of the ground before applying the seed mix is important to facilitate seed-to-soil contact.

The materials (seed mix, AM fungi, and wheat bran) should be divided into two equal parts. Half of the seed should be broadcast across the entire area in a linear orientation appropriate for the site to ensure even coverage. The remaining half of the seed should be broadcast across the site in a linear orientation perpendicular to the first application.

Following seed broadcast, the seed material should be incorporated into the soil at less than ½ inch deep with a cultipacker pulled by a tractor, ATV, or similar equipment. This will increase seed-to-soil contact to improve germination success and reduce loss of seed to wind, erosion, and seed predation.

MECHANICAL BROADCAST SEEDER CALIBRATION

Broadcast seeders require calibration prior to seed installation. Refer to the equipment manual for specific guidelines on calibration and how to perform seeder adjustments. The following are general guidelines for broadcast seeder calibration (USDA 2009).

Note: When calibrating the equipment, be sure to calibrate the broadcast seeder accordingly if applying the seed in two separate passes. The seeding rate for calibration should then be divided in half.

Step 1. Determine the bulk seeding rate per acre and convert to anticipated seed per square foot.

Step 2. Several tarps should be placed at different locations within the test area.

Step 3. Run the broadcast seeder within the test area over the tarps and determine bulk weight per square foot on the tarps.

Step 4. Increase or decrease the seed flow by adjusting the adjustable gate to achieve the desired seeding rate.

8.2.3 HAND SEEDING IMPLEMENTATION

Prior to hand seeding, thick plant thatch should be removed to accomplish incorporation of seed into the soil because a well-prepared seedbed is critical for seed- to-soil contact (USDA 2009). Good seed-to-soil contact is key for successful germination of the seed mix.

Hand seeding will be implemented using a small hand-held seed spreader to evenly broadcast the seed mix.

Wheat bran will be added at ¼ the weight of the specified seed mix bulk pounds to facilitate seeding. The bran helps to keep the seeds evenly dispersed in the seeder and produce uniform seeding of different sized seeds (St. John et al. 2012).

Materials to be applied during hand-broadcast seeding include:

- Specified seed mix for each area
- 60 lbs per acre of AM fungi amendment (approximately 3,300,000 live propagules per acre of AM fungi based on the guarantee of the supplier)
- Bran at ¼ the weight of the specified bulk seed

Prior to hand seeding, the surface of the soil should be lightly scarified with a hand rake. Scarification of the ground before applying the seed mix is important to facilitate seed- to-soil contact.

The materials (seed mix, AM fungi, and wheat bran) should be divided into two equal parts. Half of the seed should be hand broadcast by walking across the entire area in a linear orientation appropriate for the site making sure of even coverage. The remaining half of the seed should be hand-broadcast by walking across the site in a linear orientation perpendicular to the first application.

Following seeding, the seed shall be raked into the soil with hand-held rakes. Raking of the soil following seeding will aid in seed-to-soil contact and provide a thin covering of soil over the applied seed mix. Seeds should be incorporated into the topsoil no more than ¼ inch and less than ½ inch deep.

HAND BROADCAST SEEDER EQUIPMENT

A hand broadcast seeder is typically comprised of a seed hopper, agitator, flow gauge, “on-off” lever, hand crank for seed dispersal, and shoulder harness.

HAND BROADCAST SEEDER CALIBRATION

Prior to seeding, the equipment requires calibration to ensure uniform distribution of the seed mix if used in large areas. Calibration is not necessarily required if small areas, such as underneath shrub canopies of edges of existing native shrubs are being seeded.

Refer to the equipment manual for specific guidelines on calibration and how to perform seeder adjustments. The following describes general guidelines for seeder calibration and is based on the EarthWay® hand crank broadcast spreader.

Note: when calibrating the equipment, be sure to calibrate the hand-seeders accordingly if applying the seed in two separate passes. The seeding rate for calibration should then be divided in half.

Step 1. Mark the beginning and end of an area 50 feet in length.

Step 2. Calculate the amount of specified seed mix including the AM fungi and the wheat bran to be applied to a 1,000 square foot area.

Step 3. Weigh and record the weight of enough seed mix to fill the seeder at least half full.

Step 4. Select an appropriate Setting Rate position on the seeder for the seed material. In general, start with the setting in the middle if unsure of the appropriate setting rate.

Step 5. Start far enough behind the beginning of the 50-foot test area to achieve the desired walking speed. Use a normal pace and crank the handle so that the crank makes one revolution for each step then stop seeding at the end of the 50 feet.

Step 6. Measure the entire spread width of the broadcast seed.

Step 7. Record the weight of the remaining seed material in the seeder and calculate the amount of seed applied.

Step 8. Calculate the amount of seed mix required for test area.

$$Weight\ of\ seed\ mix\ per\ 1{,}000\ square\ feet \times \frac{Spread\ width\ x\ 50\ feet}{1{,}000\ square\ feet} = Seed\ mix\ required\ for\ test\ area$$

Step 9. Compare the results in Step 7 with the calculation in Step 8. If too little or too much seed was applied in the test area, adjust the rate setting accordingly and repeat the test again until the desired application rate is achieved.

All hand-seeders should be calibrated prior to seeding since variations can occur between equipment and the operator. The calibrated rate setting from one seeder can be used as a guide or starting point for calibration of other seeders.

8.3 SUPPLEMENTAL IRRIGATION

Temporary irrigation will be used in the first two seasons to extend the rainy season. The timing of irrigation events will depend on evapotranspiration between irrigation events and soil moisture. Once seeds have germinated, deep irrigation will be implemented to force the developing roots to grow down. The following management scheme is anticipated as a guideline for water management of native shrubs:

- Irrigate soil to full field capacity to the desired depth (approximately 18 inches after planting; and 18–24 inches during plant establishment).
- Once seedlings germinate, allow soil to dry down to approximately 50-60 percent of field capacity in the top 6-12 inches before the next irrigation cycle. Depth of soil dry down between irrigation events will depend on development of container plants.

Deep irrigations will promote deep root systems while shallow infrequent irrigations will promote shallow root systems. Deep root systems will provide healthier and more

sustainable plants while plants with shallow root systems are more susceptible to drought, disturbance, and erosion.

Wetting of the full root zone and drying of the soil between irrigation events is essential to the maintenance of the plants and the promotion of a deep root zone that will support the vegetation in the years after establishment. A soil probe or shovel should be used to examine soil moisture and rooting depth directly.

8.4 SEED MIX ESTABLISHMENT

The health, development, and cover of native vegetative shall be estimated visually by site walk overs, performed regularly during the post seed addition maintenance period by the Restoration Contractor and verified during monitoring visits by the Restoration Specialist.

For purposes of evaluating whether remedial seeding or replacement planting may be required to achieve the project success criteria, the Restoration Specialist shall use the following guidance for establishment of native cover. Observations will typically be made in spring, but the actual timing of native cover estimates will depend on the phenology of plant growth each year with respect to factors such as weather.

The target values for absolute cover of the native vegetation will be as follows for Area 1, the CSS restoration areas:

Seed Mix Establishment Monitoring Year 1. At least 10 to 15% absolute native cover.
Seed Mix Establishment Monitoring Year 2. At least 15 to 25% absolute native cover.
Seed Mix Establishment Monitoring Year 3. At least 25 to 35% absolute native cover.
Seed Mix Establishment Monitoring Year 4. At least 50 to 70% absolute native cover.

The target values for absolute cover of the native vegetation will be as follows for Area 2, the Fiddleneck-Phacelia Fields:

Seed Mix Establishment Monitoring Year 1. At least 5 to 10% absolute native cover.
Seed Mix Establishment Monitoring Year 2. At least 10 to 15% absolute native cover.
Seed Mix Establishment Monitoring Year 3. At least 15 to 25% absolute native cover.
Seed Mix Establishment Monitoring Year 4. At least 25 to 50% absolute native cover.

Actual cover values will depend in part on growing conditions (e.g., soil nutrients, humidity, temperature, and rainfall) during the establishment and weed maintenance periods. The established vegetation cover and distribution will likely not be uniform, in response to microvariation in the project areas. Hence, some level of patchy distribution of vegetation cover is expected and natural. Consequently, the target native cover values shall apply to areas of homogenous vegetation cover and will exclude areas that develop conditions that prevent significant vegetative growth, such as extreme soil conditions that are not practical to amend to promote growth. Bare areas or seasonally bare areas although not vegetated, still provide microsite diversity to the habitat.
However, if large areas totaling more than 10 percent of the land cover of either restoration Area 1 or Area 2 are bare, then remedial measures are required following the guidance in Section 2.9.1.

8.5 REMEDIAL SEEDING

Areas of significant erosion shall be repaired and re-seeded in the first fall seasons after damage. Re-seeding will also occur in areas if coverage is less than 10 percent in the fiddleneck-phacelia fields or less than 15% of native species over any contiguous area of 200 square feet. As described previously, 5 percent extra seed shall be collected for the project which would provide enough seed for approximately half an acre of remedial seeding in the project. If more than a half an acre of seed is needed for remedial seeding, the Restoration Specialist shall prepare a remedial seed mix that is appropriate for the site conditions and consistent with the native seed mixes developed for this plan.

Seed shall be applied using the appropriate seeding method discussed in this section.

9 MAINTENANCE AFTER SEED INSTALLATION

One of the goals of this plan is to create native habitats that will be self-sustaining and long term. Initially, maintenance of the project will be necessary to establish the newly seeded areas. Maintenance will include any activities required to meet the goals and success criteria set forth in this Plan, in the estimation of the Restoration Specialist. For the project, maintenance includes the following:

- Weed control for nonnative plants, including annual grasses, mustards, and thistles in Areas 1, 2, 3, 4, 6, and 7
- Weed management in Weed Management Buffer Area 5
- Supplemental irrigation to help establish the native seed mix in the first one to two years
- Replacement hand seeding in areas of more than 200 square feet where germination of the specified seed mix failed after one good season of rainfall
- Pest and disease control, if necessary (no rodenticides may be used)
- Removal of trash, debris, and litter (Restoration Contractor is only responsible for trash produced as part of this project; Restoration Contractor is not responsible for illegal dumping, trash left by others on the public pathways)
- Erosion control related to project implementation, if necessary

After the seed material is installed, the five-year maintenance and monitoring period will begin. The site preparation and grow-and-kill phases will significantly reduce the weed soil seed bank, which will improve establishment rates of the native seed, increase the sustainability and quality of the restored habitat, and reduce post-seeding maintenance effort. Because of the project area's history of agriculture and other disturbances, maintenance weeding is expected to be required. All maintenance weeding shall be by hand weeding methods, and only limited selective use of chemical methods to treat target invasive species shall be used, under the direction of the Restoration Specialist.

The establishment maintenance period will be for five years, or until project success criteria have been met, with the first maintenance year beginning after installation of all plant material (seeds and container plants) are complete. The most intense maintenance will occur through the third year, and only seasonal spot-weeding activities in the fourth and fifth years if necessary, is anticipated during the establishment and maintenance period. Weed control shall be as needed to control weed species while minimizing disturbance to the restoration and enhancement areas and will be scheduled as determined by the Restoration Specialist.

The amount of maintenance each year will depend on weather conditions, development of the native habitat, and density/species composition of weed species in the restoration and enhancement areas. The following specifications for maintenance may require adjustments as determined by the Restoration Specialist over the five-year maintenance period. If the performance criteria of the HRMP are not met within the timeframe of the project, any maintenance, supplemental seeding/planting, or any other remedial measure necessary to achieve the performance criteria shall continue until compliance is achieved.

9.1 POST-SEEDING WEED MANAGEMENT

After seed installation the primary method of weed management will be hand weeding; however, under the direction of the Restoration Specialist, select use of other methods, including targeted spot spray application of herbicide using a low-pressure nozzle for high priority invasive species or perennial weeds, or line trimming of dense stands of weeds, may be allowed. The Restoration Specialist must weigh the relative cost-benefit of the effectiveness of weed control with either herbicide or line trimming compared to unavoidable collateral damage to the native plants in the treatment area. Only post- emergent herbicides will be used and applied according to methods and recommendations described in this Plan, and consistent with the City's herbicide use policies.

Timing is critical to successful weed management, so the Restoration Specialist will conduct phenological monitoring to determine the appropriate timing and method of weed control events.

Post-seeding weed management will be concentrated where nonnative plants inhibit native plant germination and/or growth, as well as to continue the control of high priority invasive species that can readily re-establish in the restoration area. The amount of post-seeding weeding required each year will depend on weather conditions, development of the native habitats, and the density and type of weed species in the restoration and enhancement areas. The objective of post-seeding weed management is to reduce nonnative plants to a threshold level that allows desirable native species to establish and thrive.

Careful weeding shall be done by trained crews to avoid damage to the establishment of the native vegetation. Weeds should be removed on a regular basis, as necessary and if possible, before they set seed and/or reach approximately 12 inches in height. All seed

material that has set prior to a weed control event should be carefully collected and removed from the site so as not to be introduced into the weed seed bank. All weeded material shall be raked, removed from the site, and properly disposed of.

Adaptive management is key to success and includes regular monitoring to guide the scheduling and selection of control methods. Care should be taken to limit the amount of soil disturbance and trampling of native seedlings from weeding activities. The management of weeds must be balanced with the negative side effects on native plant development (i.e., not all weeds in a site need to be treated). It is important to train the crews to weed by sweeping through a site and target weed control for the weeds that need to be weeded at the stage described above. Other weeds that have not reached the desired control stage should be left to weed later. This will limit the amount of disturbance in each area during a weed control event.

High priority invasives should be controlled according to the guidelines found in Appendix 1 and under the direction of the Restoration Specialist.

10 BIOLOGICAL MONITORING AND REPORTING

The Restoration Specialist will provide oversight of the Restoration Contractor, conduct horticultural and biological monitoring, and prepare annual reports on the status of the habitat restoration project for the City. The City will provide a copy of the annual report to the OCTA by March 31 of the following calendar year.

10.1 HORTICULTURAL MONITORING

Timing is critical to the success of the weed management program; the Restoration Specialist shall conduct horticultural monitoring to assess the establishment of the seeded and planted material and provided recommendations to the restoration contactor to guide implementation activity, including with respect to the timing of weeding species and remedial measures, as needed.

The Restoration Specialist will also keep track of annual spring survivorship of all planted container material.

10.2 PRE-VEGETATION CLEARING BIOLOGICAL CONSTRAINTS SURVEYS

Weeding events scheduled during the bird breeding season will be carefully managed to minimize potential impacts on nesting and foraging birds. After the initial weed thatch clearing event, the short-term suitable bird habitat will be limited, reducing the likelihood of significant impacts during the pre-seeding weed management phase.
However, after seed installation and native vegetation becomes more established, the potential for conflict may increase. To mitigate these risks, a strategic approach to weeding will be implemented, considering the needs of both nesting birds and the developing habitat. This may involve targeted weeding methods, such as hand-pulling or

spot-spraying, to minimize disturbance to native plants and reduce impacts on bird populations.

Because of the potential for coastal California gnatcatcher to occur, an Approved Biologist shall conduct a nesting bird survey no more than 5 days prior to weed management in the project area according to Section 3.2 during the breeding season (February 15 to August 31). If no breeding California gnatcatcher are detected, then a Qualified Biologist may continue to monitor the project area for other nesting birds according to Section 3.2. Least Bell's Vireo are not expected because there is not suitable nesting habitat in the project area.

Disrupting the active nest of nearly any native bird species is unlawful under both the federal Migratory Bird Treaty Act (MBTA) and Section 3503 of the California Fish and Game Code. Therefore, for any restoration activity conducted during the bird breeding season (February 15 to August 31), a Qualified Biologist shall conduct a nesting bird survey no more than 5 days before initial disturbance or removal of any vegetation.

The purpose of the pre-work surveys will be to document the location of any active nests and to determine if any buffers or mitigation measures are necessary to avoid potential violations. Around active CAGN nests, the Approved Biologist will establish a 100-foot disturbance buffer distance between noise-generating project activities and the nest. For active nests of other native bird species detected during surveys, a disturbance buffer shall be established by the qualified biologist. The width of the buffer will be determined by the Qualified Biologist, based upon the biologist's experience with the species involved. For species highly adapted to human activity, a relatively narrow buffer of 25 feet or less may be appropriate. For species easily disturbed by humans, a buffer of 100 feet or more may be required.

Work could take place within an established nest buffer (for any species) only if continually monitored by the Qualified Biologist to ensure against any actual disruption of nesting activities. The Qualified Biologist shall have the authority to halt any and all activities if they appear to be adversely affecting any nesting bird. Once established, the nest buffer shall remain in place until the young have fledged or the nest is no longer active, as determined by observation of bird behavior by the Qualified Biologist. For CAGN nests, once the Approved Biologist has confirmed that the young have left the nest, the buffer and exclusion zone may be removed, and maintenance activities within these areas may resume.

10.3 SPRING VEGETATION PERFORMANCE MONITORING

Qualitative monitoring methods, such as photo points, field walk overs, species lists and spring vegetation cover estimates, will be used to monitor the full extent of the project area in a cost-effective manner, while providing relevant feedback to guide management and restoration actions.

At least seven fixed photo points will be established, one for each area identified on Figure 1-3, where estimates of vegetation cover classes by plant functional group will be made annually to monitor the progress of the native revegetation and the trajectory of

the individual habitat restoration areas. If there is high variability within the restoration zones, additional photo and vegetation cover assessment points shall be added, if necessary, to ensure all conditions of the project area are represented to track the progress of each area and to guide any necessary remedial actions.

10.3.1 PHOTO POINTS AND COVER ESTIMATES

Permanent photo points will be established to conduct photographic documentation of restoration progress and development of the restoration habitat. Photo points shall be established prior to implementation to provide a representative overview before restoration for comparison to "after photos" taken annually during performance monitoring. The geographic coordinates will be recorded using a sub-meter precision global positioning (GPS) along with the general compass direction for each photo location.

Photo points will be taken in spring, timed to capture maximum native cover of live annuals and perennial growth. At each photo point location, relevé samples will be used to estimate cover in a plot of approximately 300 square meters (approximate 10-meter radius from the photo point) and assigned to one of the following modified Braun- Blanquet cover-abundance scale classes: <1%, 1- 5%, >5-15%, >15-25%, >25-50%, >50- 75%, or >75%. These methods are modeled after the current "California Native Plant Society – California Department of Fish and Wildlife Protocol for Combined Vegetation Rapid Assessment and Relevé," which was last updated in 2022.

If native annuals have senesced prior to sampling due to weather or timing, individual plants can be included in the cover estimate made at each photo point if it is clearly based on morphology and/or prior biological monitoring determines what species they are and that they are from the current growing year.

10.3.2 SPECIES LISTS

Annual plant species lists of native and nonnative species that occur in each project zone will be prepared based on field walkovers throughout the year, including spring. Observations of flowering by species will be noted during monitoring activities and documented in the species list generated for the project. Seedlings and juveniles of shrubs germinated in the same year will be recorded to document recruitment of the applied seed mixes.

Incidental observations of wildlife within the project will be recorded each year and maintained as a cumulative list. Of special note are any observations of OCTA Covered Species, including intermediate mariposa lily, many-stemmed dudleya, southern tarplant, coast horned lizard, orange-throated whiptail, cactus wren, coastal California gnatcatcher, least Bell's vireo, southwestern willow flycatcher, and bobcat.

10.3.3 CONTAINER PLANT SURVIVORSHIP

In the first two establishment years after planting, survivorship of container planted material in Area 4 will be visually assessed during spring monitoring and will be determined by counting the total number of dead container plants.

10.3.4 FINAL PROJECT YEAR VEGETATION TRANSECT SAMPLING

In spring of the final project year, anticipated to be the fifth year of performance monitoring (spring 2031), a quantitative measurement of vegetation cover will be made in Areas 1 and 2 to demonstrate successful achievement of the project success criteria for the habitat restoration areas (see Section 2.9). Three 50-meter, point intercept transects, read every 0.5-meter (total of 100 readings) will be used to quantify plant species cover, plant functional group cover (e.g., total native plant, total nonnative plant, total perennial invasive woody plant, native shrub, native tree, native herbaceous, nonnative annual grass, nonnative herbaceous) for each area for a total of 6 transects.
Transect locations will be determined randomly within the restoration area using a numbered grid system and the locations will be presented in the final annual monitoring report.

All live species that contact the bar, or in the case of overhanging vegetation, intercept the upward projection of the bar shall be counted and recorded. If no vascular plants are intercepted at a sample point, it is recorded as "bare ground" or "plant litter". Plant litter will be recorded in areas of no vegetative cover but with dead vegetative matter covering the ground. Total cover is based on the number of points for each plant species (native and nonnative) and unvegetated cover types (bare ground and plant litter) recorded along the transect. Absolute cover is then calculated by dividing the total number of points for each species or ground cover by the total number of points on the transect. Since multiple plant species can be recorded at each point, the total absolute percent cover may be greater than 100 percent because of overlap of plants at each sampling point.

Seedlings will be identified for shrubs and subshrubs and will be determined by being small, having a non-woody base, and usually the result of germination during the same years as the transect reading. Juveniles and adults will be identified as definitely woody at the base of the stem, with adults in flower, and/or with seed. Seedling and juveniles present along the transect line or within a 1-meter belt adjacent to the transect line will be recorded.

The results will be presented as the average absolute plant cover (n=3) for Area 1 and Area 2. The results for each transect including the raw data shall be included in the final report.

10.3.5 ANNUAL REPORTING

The Restoration Specialist shall prepare an annual report summarizing project activity to date since the last report, that will include the results of spring monitoring, and other required monitoring described in this section. Recommendations should be made for future management based on the results of horticultural and biological monitoring.

The annual report shall be submitted to the City. The City shall submit each annual report to OCTA by March 31 of the following year. The first annual report would be due March 31, 2025, covering project activities in 2024, assuming implementation begins by fall 2024.

10.3.6 FINAL REPORT

The final project annual report, prepared by the Restoration Specialist, will provide a comprehensive summary of project activities through 2031, encompassing the final year of performance monitoring. This report will serve as a critical evaluation tool, assessing the project's success based on the predetermined criteria outlined in Section 2.9.

If the final monitoring report indicates partial or complete failure to meet the established success standards, the City will be required to submit contingency measures within 90 days of OCTA's written notice. As detailed in Section 2.9.2, these measures may include contingency actions and/or alternate success criteria designed to address any identified issues and ensure the project's ultimate success.

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APPENDIX 1

LONG-TERM INVASIVE PLANT MANAGEMENT PLAN FOR FAIRVIEW PARK

Appendix 1

Long-Term Invasive Plant Management Plan for Fairview Park

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1 LONG-TERM INVASIVE PLANT CONTROL PLAN

This Long-Term Invasive Plant Management Plan aims to provide the City of Costa Mesa with a strategic approach to controlling invasive plant species, ensuring the preservation of valuable biological resources within Fairview Park. Numerous nonnative species are present in Fairview Park, but this plan prioritizes the management of high-priority invasive species that pose substantial threats to native habitat functionality and biodiversity. Invasive plants were identified in the park during the 2023 biological surveys and assessments conducted for the development of the Fairview Park Master Plan Update.

Cultural artifacts of significance are present within the soil profile across various areas of the park. The invasive plant control methods outlined in this plan typically do not cause significant soil disturbance. However, in instances where substantial digging is necessary to remove a perennial high-priority invasive weed, the City should consult its records to determine the likelihood of encountering culturally significant materials in the affected area.

In cases where culturally significant materials are likely to be present, the City shall engage an appropriate cultural monitor during all ground-disturbing activities to ensure the protection of in-situ cultural resources. It is important to note that cutting or pulling roots of plants from the topsoil does not require the presence of a cultural monitor.

This approach ensures that our efforts to manage invasive plants are balanced with the preservation of culturally significant materials, promoting responsible stewardship of both natural and cultural resources within the park.

1.1 GOALS AND OBJECTIVES

The primary goal of this plan is to preserve the ecological balance within Fairview Park by focusing on invasive plant management.

Key objectives include:

1. Preventing excessive biomass production from invasive plants to protect native species and maintain biodiversity.
2. Controlling invasive plant populations before they produce viable seeds to ensure long-term control and reduce their negative impact on wildlife habitats and native plant recruitment.
3. Prioritizing management efforts for invasive species that pose the greatest threat to the park's biological resources, given limited resources available for annual control.

Specific goals for controlling high-priority invasive plants in sensitive habitat areas and fuel management zones (FMZ) include:

SENSITIVE HABITAT AREAS

1. In case of limited resources, first prioritize invasive weed control efforts in or near existing sensitive habitat areas.
2. Address smaller infestations of the most invasive weed species before controlling larger, more widespread, and ubiquitous weeds, especially if they risk spreading into high-quality habitats. In general, prioritize the removal of small populations of highly invasive species or species new to the area.
3. Implement management strategies to reduce disturbances (e.g., off-leash dogs, trash dumping, off-trail hiking) within the park.
4. Close unnecessary or unauthorized trails to minimize disturbance frequency and additional avenues for weed invasion into areas with sensitive native habitats.

FUEL MANAGEMENT ZONES

1. Apply weed abatement and fuel management techniques in areas that require wildfire risk reduction, ensuring they align with the protection of sensitive habitats and native-rich areas.
2. Utilize methods outlined in this plan to control target invasive species, taking care to prevent their spread within sensitive habitats and other natural areas of the park.
3. Employ weed abatement methods that do not disturb the soil, avoiding practices like tilling that maintain high disturbance regimes, promoting disturbance-adapted nonnative weeds, which act as dry, flashy fuel sources during summer and fall fire seasons.
4. Time weed abatement efforts to control fuel modification areas before weed seed set, managing fuel loads while simultaneously reducing nonnative weed seed contributions to the soil.

1.2 MANAGEMENT APPROACH

This plan is based on the framework presented in the invasive plant land management guide developed by the USFWS in collaboration with the California Invasive Plant Council (Cal-IPC) in the Land Manager's Guide to Developing and Invasive Plant Management Plan (USFWS, Cal-IPC, 2018). By focusing on high-priority invasive plants and implementing a strategic approach, the plan aims to maintain the park's ecological balance and promote the long-term control of invasive species. This plan consists of eight main steps:

1. Identify target invasive plants present in the park.
2. Prioritize the level of control based on invasive plant location and density to maximize protection of sensitive resources.
3. Follow biological resource protection measures to avoid impacts to sensitive and protected species.

4. Conduct annual invasive plant surveys to guide treatment timing and methods.
5. Time invasive plant control treatments to maximize control and avoid impacts to sensitive habitats and species.
6. Follow biosecurity procedures to prevent the spread of invasive plants.
7. Use the appropriate invasive plant control methods.
8. Conduct effectiveness monitoring and reporting to track invasive plant populations and guide recommendations for the following year.

1.2.1 Adaptive Management

Invasive plant control will be implemented using an adaptive management approach, which enables adjustments in response to observations, site conditions, best available treatment methods, efficacy of previous control measures, and annual weather variations. Adaptive management provides a flexible framework to address the complexities of invasive plant management and respond to feedback from regular monitoring.

Several fluctuating variables can impact the success of invasive plant control programs, including weather, fire events, intense rainfall, nonnative species distribution, and adjacent land management activities. Monitoring is a critical aspect of adaptive management and is necessary for tracking changes over time, assessing the effectiveness of control methods, and ensuring the protection of Fairview Park's sensitive biological resources.

Existing knowledge and experience, combined with new observations, will inform management adjustments while maintaining the plan's overall goals. Factors such as historic disturbance levels, invasive species density, soil complexity, and proximity to native habitats may require adapting strategies accordingly. The methods described in this plan will be used in various combinations, considering field conditions, weather, and monitoring results.

Adaptive management decisions will be based on experience from previous weed control treatments within the park or other relevant areas, new knowledge from reputable sources on alternative effective treatments, and new target invasive species discovered during early detection surveys. Additionally, any invasive plant control methods in this plan may be superseded by approved restoration plans for the park. For instance, opportunistic control species, such as five horn bassia (*Bassia hyssopifolia*), may be better controlled through a holistic weed management approach implemented as part of a restoration project.

The described invasive plant control methods can be amended as needed to accommodate improved methods or opportunities.

1.2.2 Access

The existing network of trails and fire roads can be used to access most of Fairview Park and shall be used for access to the invasive plant populations targeted for control. In

general, access within the invasive plant control areas for weed control shall be by foot. This is to protect sensitive resources to prevent harm to native plant and animal species, damaging impacts to the soil such as compaction, and to prevent the unintentional spread of invasive and nonnative weed seed that can be moved around by vehicles.

Some areas have difficult access due to steep terrain or dense vegetation. Park crews shall be used for invasive species control in these areas as well as during sensitive times of the year, such as the bird breeding season, to ensure that necessary biological protection measures are followed (Section 1.5). As opportunities arise for volunteer weeding events that may include control of the target invasive species recommended for control in this plan, areas for volunteer weeding efforts should be carefully selected to safeguard the safety of participants.

1.2.3 Volunteer Opportunities

Volunteer participation in mechanical control techniques that do not require heavy equipment, such as chainsaws or mowers, can be facilitated through organized events supervised by a trained "weed management leader." These leaders should be knowledgeable in identifying target weeds and common native species in the area, as well as experienced in effective mechanical treatment methods to demonstrate proper weeding techniques for volunteers.

To maximize the effectiveness of these events, selected sites should be easily accessible, located near existing trails or roads, and have manageable slopes. Focusing on a single target species per event can simplify identification, enabling volunteers to contribute more effectively to invasive plant control efforts.

1.3 HIGH-PRIORITY INVASIVE PLANTS

Due to limited resources, management efforts should focus on controlling invasive species that pose the greatest threat to the park's biological resources. Priority should be given to protecting sensitive habitat areas and high investment areas, such as restoration sites or locations where extensive efforts have already been made to control invasive species. Continued efforts in these areas will likely be necessary until invasive species are eradicated, and habitat restoration goals for the area are met.

Plant species list generated during surveys and assessments for the Fairview Park Master Plan Update were the basis for determining the high-priority invasive species targeted for control. The species are all Cal-IPC rated invasive plants species or locally invasive plants that are a threat to sensitive habitat areas in Fairview Park. Table 1-1 presents the high-priority invasive plants, Cal-IPC rating, and growth characteristics. Table 1-2 presents the general location where the high-priority invasive plants occur and the level of control targeted.

Table 1-1 High-Priority Invasive Plants for Long-Term Management

Scientific Name	Common Name	Cal-IPC Rating*	Bloom Period	Lifeform	Duration	Methods of Reproduction
Arundo donax	Giant reed	High	May to June	Grass	Perennial	Vegetative; roots, rhizomes, stems with nodes
Atriplex semibaccata	Australian saltbush	Moderate	April to Dec.	Subshrub	Perennial	Seed
Bassia hyssopifolia	Five horn bassia	Limited	June to July	Herbaceous	Annual	Seed
Brachypodium distachyon	Purple false brome	Moderate	April to July	Grass	Annual/Perennial	Seed
Brassica nigra	Black mustard	Moderate	April to July	Herbaceous	Annual	Seed
Bromus diandrus	Ripgut brome	Moderate	April to June	Grass	Annual	Seed
Carduus pycnocephalus	Italian thistle	Moderate	Feb. to July	Herbaceous	Annual	Seed
Carduus tenuiflorus	Slender flowered thistle	Limited	April to Aug.	Herbaceous	Annual	Seed
Cirsium vulgare	Bull thistle	Moderate	July to Sep.	Herbaceous	Perennial	Seed
Conium maculatum	Poison hemlock	Moderate	April to Se.	Herbaceous	Biennial	Seed
Cynara cardunculus	Artichoke thistle	Moderate	April to July	Herbaceous	Perennial	Seed
Echium candicans	Pride of Madeira	Limited	Feb. to Oct.	Shrub	Perennial	Seed
Foeniculum vulgare	Sweet fennel	Moderate	May to Sep.	Herbaceous	Perennial	Primarily seed; occasionally vegetatively from root and crown fragments
Glebionis coronaria	Crown daisy	Limited	March to July	Herbaceous	Annual	Seed
Hirschfeldia incana	Shortpod mustard	Moderate	Year Round	Herbaceous	Perennial	Seed
Oncosiphon pilulifer	Stinknet	High	March to July	Herbaceous	Annual	Seed
Pennisetum setaceum	Fountaingrass	Moderate	July to Aug.	Grass	Perennial	Seed
Raphanus sativus	Wild radish	Limited	Feb. to July	Herbaceous	Annual/Biennial	Seed
Ricinus communis	Castor bean	Limited	Year Round	Shrub	Perennial	Primarily seed; occasionally vegetatively from root and stem fragments
Rumex crispus	Curly dock	Limited	Year Round	Herbaceous	Perennial	Seed
Salsola australis	Russian thistle	Locally Invasive	March to Jan.	Herbaceous	Annual	Seed
Silybum marianum	Milk thistle	Limited	April to July	Herbaceous	Annual/Biennial	Seed
Sisymbrium irio	London rocket	Limited	Jan. to April	Herbaceous	Annual	Seed
Solanum rostratum	Buffalobur	Locally Invasive	May to Sep.	Herbaceous	Annual	Seed

** "Locally Invasive" is not a Cal-IPC rating, but Land IQ has identified these species as locally invasive with ecological impacts on sensitive biological resources in Fairview Park.*

Table 1-2 High-Priority Invasive Plant Eradication or Containment Priorities Parkwide or in Sensitive Habitat Areas: Vernal Pool Watershed (VPW) and Wetlands, Coastal Sage Scrub (CSS), and Riparian Habitat Areas (WRA).

Scientific Name	Common Name	General Location in Fairview Park	ERADICATE			CONTAIN	
			VPW	WRA/CSS	Parkwide	VPW	Parkwide
Arundo donax	Giant reed	Drainages on the west bluff		X	X		
Atriplex semibaccata	Australian saltbush	Nonnative annual grasslands and trail edges	X				X
Bassia hyssopifolia	Five horn smotherweed	Vernal pool watershed, moist disturbed soils				X	
Brachypodium distachyon	Purple false brome	Vernal pool watershed, nonnative annual grasslands	X	X	X		
Brassica nigra	Black mustard	Common on slopes and on imported fill material	X				X
Bromus diandrus	Ripgut brome	Nonnative annual grassland, disturbed areas	X				
Carduus pycnocephalus	Italian thistle	Poison hemlock patches, riparian and wetland areas	X	X	X		
Carduus tenuiflorus	Slender flowered thistle	Poison hemlock patches, riparian and wetland areas	X	X	X		
Cirsium vulgare	Bull thistle	Riparian and wetland areas, disturbed areas	X	X	X		
Conium maculatum	Poison hemlock	North facing bluff slopes and west bluff drain		X	X		
Cynara cardunculus	Artichoke thistle	Nonnative annual grassland with clayey soils			X		
Echium candicans	Pride of Madeira	Landscaped areas			X		
Foeniculum vulgare	Sweet fennel	Throughout Park	X	X	X		
Glebionis coronaria	Crown daisy	Vernal pool watershed, fuel modification zones	X				X
Hirschfeldia incana	Shortpod mustard	Occurs on mesa	X				X
Oncosiphon pilulifer	Stinknet	Occurs on mesa and along trails	X				X
Pennisetum setaceum	Fountaingrass	Disturbed areas, Fairview Park Channel			X		
Raphanus sativus	Wild radish	Common in disturbed soils	X				X
Ricinus communis	Castor bean	Base of the earthen drain west bluff area			X		
Rumex crispus	Curly dock	Vernal pool watershed	X				X
Salsola australis	Tumbleweed	Vernal pool watershed	X				X
Silybum marianum	Milk thistle	Throughout Park			X		
Sisymbrium irio	London rocket	Common in disturbed soils	X				X
Solanum rostratum	Buffalobur	Vernal pool watershed	X				

ERADICATE = Complete removal of the invasive plant population and monitoring to ensure that is does not reestablish.
CONTAIN = Eradication is not practical, feasible, or necessary but the invasive plant population should be managed to contain its current population size until the habitat can be restored or otherwise enhanced, and to prevent the spread of the invasive plant to another sensitive habitat in Fairview Park.
Sensitive Habitat Areas = CSS Areas that have potential for nesting coastal California gnatcatcher nesting, and all riparian and wetland areas, including vernal pools.

1.3.1 Level of Control

The key to effective management is consistent and structured approaches for prioritizing monitoring, control, and eradication of invasive species. The approach for invasive species control presented in this plan is based on the knowledge that not all invasive species can be eradicated from the Park but may only be controllable in portions of the Park, such as sensitive habitats, or localized small populations, and larger more established populations may only feasibly be controlled to stop their spread.

The plan identifies three levels of control effort for target invasive species to ensure efficient management and protection of sensitive habitats and species. These levels include:

- **Parkwide Eradication**: High-priority invasive species with the most significant potential to harm sensitive habitats and species are targeted for complete eradication from the park. Feasibility assessments consider the extent of the species' spread, and the costs associated with control efforts.
- **Containment Control**: For well-established and ubiquitous invasive species, complete eradication may be challenging and cost prohibitive. Control efforts should focus on areas susceptible to species spread, such as access trails, roads, and locations subject to annual disturbances like fuel modification zones or grassy areas near Placentia Avenue.
- **Opportunistic Control**: Invasive species rated by Cal-IPC that are present within the park but may be costly to eradicate or contain fall under opportunistic control. Control measures for these species should be implemented when populations overlap with treatment areas for other high-priority species and resources permit.

1.4 PRIORITIZATION OF INVASIVE PLANT CONTROL AREAS

Control of high-priority invasive plants will be carried out in a phased approach, with the highest priority given to sensitive habitat areas (Priority 1 Control Areas). As time and resources permit, control efforts will expand to all other natural areas within the park, designated as Priority 2 Control Areas (Figure 1-1).



Figure 1-1 High-Priority Invasive Plant Control Priority Areas.

1.4.1 Priority 1 Control Areas

Priority 1 Control Areas encompass the following sensitive habitat areas:

1. Vernal pool watersheds, including vernal pools, which support rare plants and sensitive aquatic resources like the federally endangered San Diego fairy shrimp (*Branchinecta sandiegonensis*) and Riverside fairy shrimp (*Streptocephalus woottoni*)
2. Suitable coastal sage scrub habitat for the federally threatened and state Species of Special Concern, coastal California gnatcatcher (*Polioptila californica californica)* (CAGN)
3. Suitable riparian habitat for the state and federally endangered, Least Bell's vireo (*Vireo bellii pusillus*) (LBV)

1.4.2 Priority 2 Control Areas

Priority 2 Control Areas include:

1. Fuel Modification Zones
2. Areas within the historic vernal pool watershed that are covered by improper fill material or disconnected hydrologically from the vernal pools by the improper fill material; these areas are identified for future habitat restoration, including removal of the fill material to restore the historic vernal pool watershed
3. All other natural areas within the park

Control efforts should initially target Priority 1 Control Areas, with the primary goal of eradicating specified target invasive plant species. Once treatment in Priority 1 areas is complete, remaining resources should be allocated to managing invasive species in Priority 2 Control Areas.

In cases where target invasive species populations are small or pose a significant threat to the park's natural areas and sensitive biological resources, parkwide eradication is the goal. If eradication is not feasible or necessary, such as when populations are widespread within the park and surrounding areas, containment and long-term control are the primary objectives.

FUEL MODIFICATION ZONES

Fuel Modification Zones (FMZ) are managed to minimize fire risk to buildings and provide firefighters with a defensible space during fire events. The 100-ft FMZ requirement set by OCFA is primarily maintained along the park's property line adjacent to habitable structures. Currently, these areas are dominated by nonnative annual grasses and forbs, with annual mowing during the summer season to manage fire risk while preserving nonnative plant dominance.

Several high-priority invasive plants are present within the FMZs, including black mustard (*Brassica nigra*), short pod mustard (*Hirschfeldia incana*), and crown daisy (*Glebionis coronaria*). These species should be controlled at the appropriate time of the

year, as outlined in Section 1.7, to ensure effective management. This may necessitate conducting control efforts at different times than fuel modification activities. If control is not feasible during the optimal treatment periods due to resource constraints, the seed and vegetative reproductive material of invasive species should be carefully bagged and removed from the FMZs to prevent their spread into adjacent natural areas of the park.

Annual surveys conducted by a qualified plant biologist during treatment, monitoring, or early detection efforts should include FMZs to identify any new invasive species requiring control or known invasive species that are encroaching on the FMZs.

Opportunities may arise to collaborate with OCFA on alternative fuel modification strategies that fulfill fuel reduction objectives, such as horizontal and vertical fuel breaks or trimming of dead standing vegetation. These strategies could incorporate desirable native species to replace current nonnative species, thereby enhancing wildlife habitat quality and reducing the spread of undesirable invasive species within the park.

1.5 BIOLOGICAL RESOURCE PROTECTION

The primary goal of the invasive plant control plan is to protect the natural resources within the park. This section outlines measures to minimize potential adverse impacts on:

1. Protected, sensitive, or locally rare plant and wildlife species
2. Nesting birds in or near treatment areas

When feasible, conduct invasive species control, including physical and chemical methods, outside the avian breeding season to limit impacts on sensitive species and biological resources in Fairview Park.

Although it is recommended to implement control measures outside the nesting season whenever possible, certain high-priority invasive plants may require control during the nesting season for effective management. The following resource protection measures should be implemented during the nesting season:

1. Schedule vegetation removal outside the nesting season (nesting seasons are as follows: February 15 to August 15 for songbirds; January 15 to August 15 for raptors; February 15 to August 31 for CAGN; and March 1 to September 15 for LBV) when possible.
2. If vegetation removal must occur during the nesting season, conduct thorough surveys for nesting birds in all suitable habitats prior to vegetation clearing activities. Surveys should be performed by a permitted and approved biologist. Raptor nesting surveys are only necessary in potential raptor nesting habitats, such as the park's existing riparian areas.

Successful implementation of the invasive plant management plan will enhance the quality and availability of nesting habitat for native and migratory birds. However, precautions must be taken to protect nesting birds throughout the process.

1.5.1 General Protective Measures

The following are general protective measures that shall be implemented during invasive weed control activities.

Weed Control Hours: Weed control activities will be limited to daylight hours.

Work Area and Staging: Equipment staging, such as for vehicle parking, equipment storage, or waste bin storage, will be restricted to the smallest area practicable in designated work areas, routes, temporary interior access, or the limits of existing roadways/pathways.

Environmentally Sensitive Areas and/or Exclusion: Where appropriate, fencing, flagging, or biological monitoring will be used to minimize or avoid disturbance to environmentally sensitive areas and listed species habitat which will include patches of coastal sage scrub, the vernal pool watershed, riparian, and other sensitive habitats.

Invasive Species: The spread or introduction of nonnative, invasive species will be avoided. Invasive plant material will be removed using approved protocols and disposed of at an appropriate upland disposal or compost area in a manner that will not promote their spread. The project will use weed free erosion control materials such as burlap rice straw wattles and certified weed-free mulch, if needed.

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

Herbicide Handling: All herbicide mixing shall occur in designated work staging areas and conducted in such a manner as all potential spills shall be captured in containment bins. Herbicide mixing shall not occur within 100 feet of an open body of water. Filling of spray backpacks shall be done in containment bin to collect any potential spills. Park crews shall have spill kits in their vehicles and all spills shall be cleaned up immediately and all contaminated material properly disposed of off-site.

Trash Removed Daily: All trash, especially food-related refuse that may attract potential predators or scavengers, will be properly contained in sealed containers or bags, removed from the work site, and disposed of daily.

1.5.2 Qualifications for Biologist

The following definitions describe a qualified biologist and an agency approved biologist for purposes of conducting surveys and biological monitoring:

Qualified Biologist: The minimum qualifications for the Qualified Biologist include a bachelor's degree in biological or environmental science, natural resources

management, or related discipline; field experience in the habitat types that occur at the project site; familiarity with the listed species (or closely related species) that may occur at the project site; and prior preconstruction survey, construction monitoring, or construction oversight experience.

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

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

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

1.5.3 Environmental Training

Prior to involving new or existing personnel in restoration activities, all new restoration personnel will undergo environmental awareness training led by a Qualified Biologist. This training will cover the identification, habitat requirements, legal protections, avoidance and minimization measures, and applicable protection measures for special- status species and nesting birds that may be present in or near the project site.
Personnel will be informed of the procedures to follow if a special-status species or nesting bird is encountered during project activities.

Training may be conducted in an online or virtual meeting format. For extended projects requiring multiple training events, a training video developed under the supervision of the Qualified Biologist may be used to educate new personnel, provided that a Qualified Biologist is available by phone to address questions about the training or any concerns that may arise during project activities.

1.5.4 Sensitive Species Protection

Surveys shall be conducted for the following threatened, rare, or endangered species that are known to or have the potential to occur at Fairview Park. The following are recommended survey guidelines. All existing resources to be protected will be identified by the required biologist and flagged prior to any project disturbance.

COASTAL CALIFORNIA GNATCATCHER

Habitat Avoidance: Invasive plant treatment impacts will be avoided or minimized in coastal sage scrub and other vegetation communities suitable for the coastal California

gnatcatcher (CAGN) during the breeding season. If surveys determine that the habitat is occupied or that impacts to these habitats cannot be avoided, any possible incidental "take" of CAGN individuals will be avoided or minimized through implementation of the measures listed below.

Work Window: To avoid or minimize impacts to nesting CAGN, all clearing of vegetation in CAGN suitable habitat will occur outside of the breeding season (September 1 through February 14). If the breeding season cannot be avoided, a United States Fish and Wildlife Service (USFWS) Approved Biologist will conduct pre-work nesting bird surveys prior to weed treatments. A minimum of 3 surveys are recommended to be conducted during the nesting season prior to the start of work activities with the third and final survey within 5 days of initiating the start of work. If no active CAGN nests are found, project activities may proceed.

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

- A USFWS-Approved Biologist will establish a 100-foot disturbance buffer distance between noise-generating project activities and CAGN nest(s). Noise-buffer distances may be modified in coordination with the USFWS Field Office based on project-specific characteristics or the City may choose to submit their own analysis and buffer recommendations for USFWS's consideration.
- Once the buffer is established, a Qualified Biologist will monitor the nest during treatment activities for signs of adverse effects, including distress/disturbance. If adverse effects are detected, the Qualified Biologist will have the authority to stop all treatment activities in the vicinity of the nest and implement additional protection measures. If no work is to occur within or near the buffer, and no adverse impacts were detected during any previous monitoring activities, work can proceed outside the buffer without the need for a monitor being present.
- A Qualified Biologist will continue to monitor the nest and will determine when young have fledged (in coordination with a USFWS-Approved Biologist). Once the USFWS-Approved Biologist has confirmed that the young have left the nest, the protective buffer may be removed, and treatment activities within these areas may resume.

LEAST BELL'S VIREO

Habitat Avoidance: Invasive plant treatment impacts will be avoided or minimized in areas suitable for least Bell's vireo (LBV) habitat during the breeding season (March 15 through September 15). If surveys determine that the habitat is occupied or that impacts to these habitats cannot be avoided, any possible incidental "take" of LBV individuals will be avoided or minimized through implementation of the measures listed below.

Work Window: To avoid or minimize impacts to nesting LBV, all clearing of vegetation in occupied habitat or suitable habitat will occur outside the breeding season (September 16 through March 14). If the breeding season cannot be avoided, a USFWS-Approved Biologist will conduct pre-work nesting bird surveys prior to weed treatments. A minimum of 3 surveys are recommended to be conducted during the nesting season prior to the start of work activities with the third and final survey within 5 days of the start of work. If no active LBV nests are found, project activities may proceed.

Work Restrictions Near Active Nests: If an active LBV nest is detected during the survey, work will be suspended until the end of the nesting season (September 15), or until the young have fledged; alternatively, the following conditions will apply:

- A USFWS-Approved Biologist will establish a 100-foot disturbance buffer distance between noise-generating project activities and LBV nest(s). Noise-buffer distances may be modified in coordination with the USFWS Field Office based on project-specific characteristics or the City may choose to submit their own analysis and buffer recommendations for USFWS's consideration.
- Once the buffer is established, a Qualified Biologist will monitor the nest during treatment activities for signs of adverse effects, including distress/disturbance. If adverse effects are detected, the Qualified Biologist will have the authority to stop all treatment activities in the vicinity of the nest and implement additional protection measures. If no work is to occur within or near the buffer, and no adverse impacts were detected during any previous monitoring activities, work can proceed outside the buffer without the need for a monitor being present.
- A Qualified Biologist will continue to monitor the nest and will determine when young have fledged (in coordination with a USFWS-Approved Biologist). Once the USFWS-Approved Biologist has confirmed that the young have left the nest, the protective buffer may be removed, and treatment activities within these areas may resume.

CROTCH'S BUMBLE BEE

Habitat Avoidance: Impacts to burrows/nests occupied by Crotch's bumble bee (CRBB) (*Bombus crotchii*), candidate species for state endangered status, will be avoided. If CRBB are observed, the area shall be considered occupied, and work shall not occur until the end of the flight season.

Surveys shall be performed by a CDFW-Approved Biologist or entomologist familiar with CRBB behavior and life history. Surveys shall be conducted during the flying season (April through mid-October), when the species is most likely to be detected above ground and include a minimum of 3 surveys with a 3-week space between surveys. If no CRBB are found within the work area, project activities may proceed. If Crotch's bumble bee is found within the work area, the City may propose site-specific measures in coordination with CDFW to avoid take or obtain an Incidental Take Permit.

BURROWING OWL

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

BREEDING / NESTING BIRDS

Avoidance: To the extent feasible, weed control activities should be scheduled to avoid the bird nesting season (February 15 through August 31 for songbirds; January 15 to August 15 for raptors). If it is not possible to schedule weed control activities between September 1 and February 14, or January 14 in suitable raptor nesting areas, then pre- work surveys for nesting birds will be conducted by a Qualified Biologist to avoid impacts to nesting birds.

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

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

- A Qualified Biologist will establish a disturbance buffer distance between noise-generating project activities and the nest. Noise buffer distances (typically up to 300 feet for raptors and up to 100 feet for other species) will be determined by the Qualified Biologist based upon consideration of the bird species and the nature of the planned project activity.
- If a buffer is established, a Qualified Biologist will monitor the nest during weed control activities for signs of adverse effects, including distress/disturbance. If adverse effects are detected, the Qualified Biologist will have the authority to stop all weed control activities in the vicinity of the nest and implement additional protection or avoidance measures. If no work is to occur within or near the buffer, and no adverse impacts were detected during any previous

monitoring activities, work can proceed outside the buffer without the need for a monitor being present.

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

1.5.5 Protective Buffers

All buffers shall be clearly marked in the field sufficiently to prevent the crew from entering the buffers with the minimal amount of flagging to prevent drawing the attention of the nest to predators. The buffer locations shall be shown in the field to the crews that will be working in the area along with a map provided of all nest locations and associated buffers. The crew shall be informed of all restrictions to work activities within the buffer as well as any access information that may be required for avoidance of the buffer. For instance, access points shall be determined to prevent repeated travel near a buffer during the workday.

1.6 INVASIVE PLANT SURVEYS AND EDRR

A brief high-priority invasive plant control plan will be developed annually by a qualified biologist possessing the necessary expertise in native and nonnative plants of California. The minimum qualifications for the qualified biologist include:

1. A bachelor's degree in biological or environmental science, natural resources management, botany, or a related discipline.
2. Field experience in the park's habitat types.
3. Familiarity with sensitive or rare plant species that are present or may occur at the park.
4. Knowledge of invasive plant species found in the park.

The qualified biologist will survey the park at the appropriate time to identify and assess the location, density, and phenology of target invasive species. Survey data should encompass the following:

1. Invasive plant population coordinates.
2. Invasive plant species.
3. Population size.
4. Phenology or life stage of most of the invasive plant population.
5. General location description.

Based on the most up-to-date best practices, the qualified biologist will provide the park maintenance crews with recommended treatment methods for each target invasive species. The plan should include:

1. The phenological stage of the target invasive plants for treatment.
2. Recommended treatment methods.
3. Necessary follow-up treatments and their anticipated timing.
4. A map of the location, including information on population size.
5. The number and timing of treatments throughout the year.
6. Protective measures for sensitive species or habitats to be implemented before treatments.

By following these guidelines, the park's invasive weed management plan will be effectively developed and implemented, ensuring the preservation of the park's diverse ecosystems.

1.6.1 Invasive Plant Surveys

To determine appropriate timing and control methods, initial weed surveys for annual treatment should be conducted during winter, ensuring that weed treatment can take place before the start of the earliest bird nesting season, which begins on January 15 for raptor species. If additional weed control is required during the growing season, subsequent surveys by the qualified plant biologist will identify optimal timing and methods for follow-up treatments. Surveys should be timed to prevent significant seed set, ensuring that treatment can effectively control the population before viable seeds are produced.

Follow-up surveys may be needed at appropriate times depending on the weed treatment method used. For example, after stump cut treatments, populations should generally be checked about one month after treatment to address any emerging resprouts or seedlings that may have germinated around the treated mature plant.

For invasive species that can sustain their life cycle throughout the year and emerge under favorable conditions, species-specific surveys may be necessary to determine multiple follow-up treatments. An example of such a species is castor bean (*Ricinus communis*), which can flower and germinate year-round when adequate soil moisture is available, including during summer months.

1.6.2 Early Detection and Rapid Response

Alongside managing known high-priority invasive species populations, it is crucial to continually assess the park for newly introduced invasive species or populations in previously undetected areas. Implementing an Early Detection and Rapid Response (EDRR) management approach is the most cost-effective method for detecting invasive plants before they become a widespread problem.

EDRR efforts should focus on:

- Detecting new invasive plants requiring control
- Identifying new populations of known invasive species for inclusion in subsequent treatment events

Annual focused surveys, conducted by a qualified plant biologist, should be supplemented by documenting incidental findings during other park activities. Surveys should prioritize areas susceptible to new infestations, such as trails, landscaped areas, fuel modification zones, or potential vector corridors.

Preventing invasive species introduction is the primary and most cost-effective long- term defense. Prevention measures include restricting invasive plant installation in landscaped park areas. Promptly treating new infestations while eradication remains feasible is the next line of defense. If eradication is not possible due to cost or feasibility constraints, containment efforts may be necessary to protect sensitive park resources. Containment typically requires long-term or indefinite control.

By systematically surveying for new populations of known invasive plants and detecting new invasive species annually, the goal is to eradicate these species before they cause ecological harm or become uncontrollable (USFWS 2015). Early control is key, as the chances of successful eradication diminish, and control efforts increase once the species are established and mature.

SURVEYS FOR NEW INVASIVE SPECIES

Detection of new invasive species can be integrated with other invasive plant surveys conducted throughout the year. However, it is recommended to perform at least one targeted early detection survey during the optimal time for detecting most invasive species within the park. Spring is the most suitable season for this survey, as most plants are actively growing, allowing for treatment of newly detected invasive species during subsequent control events.

Prior to early detection surveys, gather and review background information to guide detection and control prioritization:

- Review invasive plant species occurrences in the surrounding area (e.g., within 50 miles). Information on invasive plant species in the area can be obtained from many web-based sources including CalWeedMapper, Calflora, Biodiversity Serving Our Nation (BISON), EDDMapS, and iNaturalist.
- Consult with local invasive plant experts and land managers to see if there are any additional species that should be considered for early detection.
- Lists of invasive plant species from other available sources including the U. S. Department of Agriculture, from the local Santa Ana River and Orange Weed Management Area (WMA), or other conservation management partnerships or collectives.

Surveys for detecting new invasive species populations should be conducted annually, using a systematic and repeatable approach. Focus on areas with a higher likelihood of invasion, such as trails, roads, access points, and areas subject to regular disturbance like fuel modification zones and annually mowed nonnative grasslands. Additionally, assess areas adjacent to residential properties for invasive plants potentially introduced from yards and escaped landscaping plants.

The City could collaborate with residents and property owners to educate the public on avoiding the use of invasive target plant species in their yards, minimizing the potential for degradation of native park habitats. By working together and implementing these strategies, the park's ecosystem can be better protected from the harmful effects of invasive species.

1.7 TIMING OF INVASIVE PLANT CONTROL TREATMENTS

Successful control and protection of native habitats rely on consistent and well-timed invasive plant treatments. Annual control efforts should be adjusted to each species' requirements, such as the number of treatments needed, and consider any constraints like avoiding herbicide use in sensitive areas (e.g., vernal pools and vernal pool watershed).

The treatments shall be primarily focused outside of any sensitive times for sensitive species, such as when there is standing water in the vernal pools, the breeding season for bird species that are sensitive or protected under the MBTA, or during the flight season of Crotch’s bumble bee. If work outside these sensitive periods cannot be avoided, the appropriate protective measures, including biological surveying and monitoring needs to be conducted during the breeding season to detect breeding activity. If breeding activity is observed, appropriate protective buffers shall be placed around sensitive areas, such as an active bird nest, and no work shall occur in these areas until the nests are no longer active. Monitoring by a biologist with appropriate requirements, approvals, and permits may be necessary. Protective measures are described in more detail in Section 1.5.

Multiple control events using the most effective control strategies for the target invasive species shall be anticipated during a control year for effective control. Table 1-3 shows the control timing and strategies for the target invasive species.

The following provides timing for the different habitat areas of the Park along with important management notes for control activities.

Table 1-3 Timing and Method of Treatment for High-Priority Invasive Plants Parkwide or in Sensitive Habitat Areas: Vernal Pool Watershed (VPW) and Wetlands, Coastal Sage Scrub (CSS), and Riparian Habitat Areas (WRA).

Scientific Name	Common Name	Physical/Mechanical Treatment Method (P)	Chemical Treatment Method (C)	Control Event 1 (Jan. to Feb. 15)			Control Event 2 (Spring to Early Summer)			Control Event 3 (Summer to Fall)		
				VP	WRA/CS	Parkwid	VP	WRA/CS	Parkwid	VP	WRA/CS	Parkwid
Arundo donax	Giant reed	Cut and dig out plant removing all plant material	Foliar herbicide application – glyphosate	--	P/C	P/C	--	P/C	P/C	--	P/C	P/C
Atriplex semibaccata	Australian saltbush	Hand-pull removing all rooting material	Foliar herbicide application - glyphosate	-	P/C	P/C	-	P/C	P/C	-	P/C	P/C
Bassia hyssopifolia	Five horn bassia	Hand-pull removing all rooting material	N/A	P	---	---	P	---	---	P	---	--
Brachypodium distachyon	Purple false brome	Hand-pull small patches; or mow before viable seed production but after soil moisture depleted	Foliar herbicide application - fluazifop	P	P/C	P/C	P	P/C	P/C	P	P	-
Brassica nigra	Black mustard	Hand-pull removing all rooting material; or mow after flowering but before viable seed production cutting close to the ground to prevent resprouting (this may require removal of thick plant thatch in sensitive habitat areas); remove viable seeds from mature plants	Foliar herbicide application - glyphosate	P	P/C	P/C	P	P/C	P/C	P	P	P
Bromus diandrus	Ripgut brome	Hand-pull small patches; or mow before viable seed production close to the ground removing bolting stems (this may require removal of thick plant thatch in sensitive habitat areas)	Foliar herbicide application - fluazifop	P	---	---	P	---	---	P	---	---
Carduus pycnocephalus	Italian thistle	Hand-pull removing all rooting material; remove viable seeds from mature plants	Foliar herbicide application – glyphosate or clopyralid	P	P/C	P/C	P	P/C	P/C	P	P	P
Carduus tenuiflorus	Slender flowered thistle	Hand-pull removing all rooting material; remove viable seeds from mature plants	Foliar herbicide application – glyphosate or clopyralid	P	P/C	P/C	P	P/C	P/C	P	P	P

Scientific Name	Common Name	Physical/Mechanical Treatment Method (P)	Chemical Treatment Method (C)	Control Event 1 (Jan. to Feb. 15)			Control Event 2 (Spring to Early Summer)			Control Event 3 (Summer to Fall)		
				VP	WRA/CS	Parkwid	VP	WRA/CS	Parkwid	VP	WRA/CS	Parkwid
Cirsium vulgare	Bull thistle	Hand-pull removing as much of the tap root as possible; remove viable seeds from mature plants	Foliar herbicide application - clopyralid	most effective in the bolting stage	P	P/C	P/C	P/C	P	P/C	P/C	P/C
Conium maculatum	Poison hemlock	Hand-pull removing all rooting material; remove viable seeds from mature plants	Foliar herbicide application - glyphosate		P	P/	C	P/C	P	P/	P/C	P/C
Cynara cardunculus	Artichoke thistle	Hand-pull removing as much of the tap root as possible; remove viable seeds from mature plants	Foliar herbicide application - clopyralid		P	C	P/C	P/C	P	C		P/C
Echium candicans	Pride of Madeira	Cut and dig out plant removing all plant material	Foliar herbicide application; or Stump cut herbicide application (requires follow-up treatment of resprouts)		---	P/C		P/C	---	P/C		P/C
Foeniculum vulgare	Sweet fennel	Cut and dig out plant removing at least 3 to 6" of the root crown; remove viable seeds from mature plants	Foliar herbicide application – triclopyr in winter; glyphosate all other times most effective before flowering		P	P/C		P/C	P	P/C		P/C
	Crown daisy				P			P/C	P			P/C
Glebionis coronaria *Hirschfeldia incana*	Shortpod mustard	Hand-pull removing all rooting material including any viable seed Hand-pull removing all rooting material; or mow after flowering but before viable seed production cutting close to the ground to prevent resprouting; remove viable seeds from mature plants	Foliar herbicide application - glyphosate Foliar herbicide application - glyphosate		P	P/C		P/C	P	P/C		P/C
Oncosiphon pilulifer	Stinknet	Hand-pull removing all rooting material; remove viable seeds from mature plants	Foliar herbicide application – glyphosate		P	P/C		P/C	P	P/C		P/C

Scientific Name	Common Name	Physical/Mechanical Treatment Method (P)	Chemical Treatment Method (C)	Control Event 1 (Jan. to Feb. 15)			Control Event 2 (Spring to Early Summer)			Control Event 3 (Summer to Fall)		
				VP	WRA/CS	Parkwid	VP	WRA/CS	Parkwid	VP	WRA/CS	Parkwid
Pennisetum setaceum	Fountaingrass	Hand-pull seedlings; Cut and dig out mature plants removing all plant material; remove viable seeds from mature plants	Hand-pull removing all rooting material; mow after flowering but before viable seed production cutting close to the	all	Foliar herbicide P application – fluazifop; or glyphosate best control when applied	ring flowering stage Foliar herbicide P application - glyphosate		ication (requires follow-up treatments to	Foliar spray any resprouts) Foliar herbicide P application – glyphosate or clopyralid Foliar herbicide P application – glyphosate before		seed set; triclopyr most effective on young plants Foliar herbicide P application – clopyralid from mse e	dling to bud stage Foliar herbicide P application - glyphosate
Raphanus sativus	Wild radish	Hand-pull removing all rooting material; mow after flowering but before viable seed production cutting close to the ground to prevent resprouting										
Ricinus communis	Castor bean	Hand-pull seedlings; cut and dig out mature plants removing all plant material; remove viable seeds from mature plants										
Rumex crispus	Curly dock	Hand-pull removing as much as the tap root (minimum of 2 inches) as possible to prevent resprouting										
Salsola australis	Russian thistle	Hand-pull removing as much of the root as possible before seed set										
Silybum marianum	Milk thistle	Hand-pull removing as much of the root as possible; remove viable seeds from mature plants										
Sisymbrium irio	London rocket											

Scientific Name	Common	Physical/Mechanical Treatment Method	Chemical Treatment	Control Event 1 (Jan. to Feb. 15)			Control Event 2 (Spring to Early Summer)			Control Event 3 (Summer to Fall)		
				VP	WRA/CS	Parkwid	VP	WRA/CS	Parkwid	VP	WRA/CS	Parkwid
		ground to prevent resprouting; remove viable seeds from mature plants										
Solanum rostratum	Buffalobur	Hand-pull removing as much of the root as possible	Foliar herbicide application - glyphosate	P	---	---	P	---	---	P	---	---

Notes:

1. *Sensitive Habitat Areas = CSS Areas that have potential for nesting coastal California gnatcatcher nesting, and all riparian and wetland areas, including vernal pools.*
2. *P = Physical or mechanical control method appropriate for the life stage of the invasive plant. C = Chemical control method. "---" = Species does not currently or is not expected to occur in an area, or species is not a target for control in this portion of the Park, and no control method is provided.*
3. *The number of weed control events per year will be dependent on weed growth throughout the season, annual weather conditions, incidence of standing water and saturated soil conditions in the vernal pool areas, and ability to do nesting bird surveys during the bird nesting season.*
4. *Treatments during the nesting seasons will require pre-work biological surveys and monitoring around active nests: CAGN nesting season 2/15 to 8/31; LBV 3/15 to 9/15; Raptors 1/15 to 8/15; CRBB 4/1 to Oct 15; MBTA Protected Birds 2/15 to 8/31.*
5. *The City shall provide a cultural monitor to protect culturally significant materials if significant digging is required in areas with protected cultural resources. Cutting or pulling out the roots of the plant from the topsoil does not require a cultural monitor.*
6. *All treatments shall occur before viable seed production when possible; if control cannot occur before viable seed production all seed material shall be cut, bagged, removed, and properly disposed of off-site.*
7. *No weed control treatments shall occur in the vernal pool watershed when there is standing water or while the soil is saturated—until the surface is dry enough to walk on without disturbing the soil surface.*
8. *No herbicide treatment of any kind shall be conducted in the vernal pool watershed—except for the improper fill material soil that was placed on the mesa.*
9. *No mowing with mechanical equipment shall occur in the vernal pool watershed*
10. *Only aquatic approved herbicides shall be used within 100 feet of water.*
11. *A state licensed Pest Control Advisor (PCA) shall be consulted to provide written herbicide recommendations for species specific herbicide control methods for the Park.*

1.7.1 Vernal Pool Watershed

No weed control shall be implemented in areas with standing water or saturated soils that occurs during the rainy season October through April. No herbicides shall be used within the vernal pool watershed at any time of the year. The use of mechanical equipment including mowers shall not be used in the vernal pool watershed to prevent negative impacts to the soil, such as ruts, and the potential crushing of fairy shrimp cysts (i.e., eggs).

- **Control Event 1** timed to be in the winter prior to standing water in the pools and prior to nesting bird season. Only physical methods allowed, such as hand weeding or line trimming. No mowing with equipment or herbicides is allowed.
- **Control Event 2** timed to be during the late spring early summer when there is no longer standing water in the vernal pools or saturated soil conditions. The timing should coincide with the most effective treatment time with the target invasives species. Pre-work surveys are required prior to implementing this control event. Only physical methods allowed. No mowing with equipment or herbicides is allowed.
- **Control Event 3** timed in the fall after the bird nesting season has ended. Actively growing or senesced perennial species shall be hand-pulled and removed. Senesced annuals need not be pulled unless the standing biomass would degrade bird habitat or impact the function of vernal pool, only remaining intact and viable seed material need be cut and removed from the site. Care shall be taken so as not to shatter seed pods so as not to contribute weed seed to the seed bank.

1.7.2 Sensitive Habitat Areas (Potential CAGN and LBV Habitat)

- **Control Event 1** timed to be in the winter prior to bird nesting season February 15 in coastal sage scrub areas that are potential habitat for CAGN and prior to raptor nesting season January 15 in riparian areas that are potential LBV habitat as there is suitable habitat for raptor nests in the riparian habitat within the Park. Methods can be either physical or chemical.
- **Control Event 2** timed to be in mid-spring. The timing should coincide with the most effective treatment time with the target invasives species. Pre-work surveys are required prior to implementing this control event. Control can be either physical or chemical methods.
- **Control Event 3** timed to be after the nesting season has ended August 31 in CAGN potential habitat and September 15 in LBV potential habitat areas. Actively growing or senesced perennial species shall be hand-pulled and removed. Senesced annuals need not be pulled unless the standing biomass would degrade bird habitat only remaining intact and viable seed material need be cut and removed from the site. Care shall be taken so as not to shatter seed pods so as not to contribute weed seed to the seed bank.

1.7.3 All Other Natural Areas

- **Control Event 1** timed to be in the winter prior to bird nesting season February 15. If suitable raptor nesting habitat is present, the control should be timed prior to January 15. Methods can be either physical or chemical.
- **Control Event 2** timed in spring to be at the optimum time for most target invasive species to be treated. Requires a pre-project survey by a qualified bird biologist within one week of work.
- **Control Event 3** timed to be in the summer at the optimum time for most target invasive species to be treated. Requires a pre-project survey by a qualified bird biologist within one week of work if it occurs prior to August 31.

1.8 BIOSECURITY PROCEDURES TO PREVENT THE SPREAD OF INVASIVE PLANTS

Implementing biosecurity procedures is essential to prevent the unintentional spread of target invasive plant species during control activities and to mitigate the introduction of new invasive species to the park. Biosecurity measures include cleaning clothing and equipment, ensuring that equipment used on-site is free of any invasive plant species reproductive material, and verifying materials used in the park, such as erosion control devices, are weed seed-free.

Preventing the spread of invasive species is the first line of defense and a cost-effective approach to controlling their impact. Consistent measures to ensure that seeds and reproductive material of invasive plant species are not spread to new areas will help avoid costly future efforts and potential ecological damage. By safeguarding sensitive habitats from infestation, their ecological functions can be preserved, promoting the overall health and resilience of the park's ecosystem.

1.8.1 Biosecurity Measures During Control Activities

Effective weed management not only involves the physical removal and chemical treatment of invasive species but also requires careful attention to minimizing seed dispersal, resprouting, and other unintended consequences of control measures. By taking steps to prevent the future propagation of weeds, the effectiveness of current practices can be enhanced while reducing the severity of subsequent infestations.

Although it is advisable to control weeds before seeds mature, this may not always be feasible, such as when a weed can seed year-round, and monitoring each life stage is challenging. In these situations, it is crucial to be aware of the presence of seeds during control sessions. Even if the plant itself is removed, seeds left behind at the site or on clothing, equipment, vehicles, or waste containers can undermine management efforts and spread the infestation to new areas.

To reduce seed spread, follow these practices:

1. Remove seeds found on plants before cutting, hand-pulling, or herbicide application, placing the material in appropriate disposal containers.

2. Collect seeds from the ground and place them in containers.
3. After each treatment, remove seeds from clothing and equipment, placing them in disposal containers before leaving the area.
4. Thoroughly inspect and clean clothing, equipment, bags, etc., using a brush or other tool, paying close attention to laces, socks, cuffs, pockets, etc.
5. Remove dirt from shoe treads to eliminate embedded seed material.

Vehicles should only be driven on approved pathways to limit contact with potential invasive weed species seed material. Despite minimal contact, vehicles should be inspected and cleaned of all weed seeds before leaving the site, focusing on tire treads, bumpers, radiators, and undercarriages. If waste disposal containers are brought on-site from other locations, inspect, and remove any weed seeds before using them in the park.

Crews shall be trained by the qualified plant biologist on the Best Management Practices (BMP) for cleaning equipment and clothing to prevent the spread of invasive species. As an alternative, already developed sources for training crews is available online such as from Cal-IPC video that can be found here Training Video: Best Management Practices for Preventing the Spread of Invasive Plants – California Invasive Plant Council (cal- ipc.org).

By implementing these measures, the spread of invasive species can be mitigated, promoting a more effective and sustainable approach to weed management.

Biosecurity Measures for Project Materials Used in the Park

To minimize the introduction of invasive species, all materials used within the park should be certified weed-free. This includes, but is not limited to, mulch materials, erosion control products (e.g., straw wattles, hay bales), container plants, soil, and aggregate (topsoil, sand, gravel, fill), and landscape materials such as plants, seeds, sod, mulch, and soil amendments. Prior to use, all materials shall be inspected, and confirmation of their weed seed-free status shall be obtained from the vendor.

In landscape areas, it is recommended to not plant any invasive plants including trees to prevent the infestation of these invasive plants into natural areas of the park, particularly in the sensitive habitat areas. Resources to check when making landscaping plant palettes includes Don't Plant a Pest! – California Invasive Plant Council (cal- ipc.org) and The Cal-IPC Inventory – California Invasive Plant Council which is a list of invasive plants in California that either are rated as an invasive plant or are on the watch or alert list.

1.9 High-Priority Invasive Plant Control Methods

These guidelines for physical and chemical control methods are based on Land IQ's experience in Southern California, with a focus on treating the target invasive species recommended for control in this plan. Control methods have been cross-referenced

using "Invasive Plants of California's Wildlands" (Bossard et al., 2000) and "Weed Control in Natural Areas in the Western United States" (DiTomaso et al., 2013).

Nonnative plants identified as highly invasive in Fairview Park are designated as "High- Priority Invasive Plants" and targeted for focused control efforts. Repeated treatments over multiple years will likely be necessary for effective control of these invasive plants. A minimum of five years may be needed to eradicate some species, while others may require long-term management with containment as the primary goal when eradication is not feasible.

Recommended control methods consider site conditions, population density of invasive plants, biological constraints (e.g., avian breeding season, rare vegetation presence), regional management experience, and published weed control methods. Ideally, weeds should be controlled before seed production to limit soil seed bank accumulation. Care should be taken to avoid damaging native plants during weed control activities.

Methods for control include physical and chemical approaches. Before initiating herbicide treatment, a written herbicide application recommendation from a California Licensed Pest Control Advisor should be obtained, confirming appropriate dosage, timing, and application method. All herbicides used for the project require approval from the City before use.

Effective invasive plant species control involves managing the existing weed seed bank and implementing timely control measures to prevent additional seed or propagule input from target invasive species. Successful control may take several years, depending on population size and annual treatment frequency. Invasive species reproducing from seed should be controlled before seed set to deplete the existing weed seed bank and minimize new seed entry. Species that reproduce vegetatively should be controlled at the optimal time during their growing season.

Table 1-1 presents key phenological information for the target invasive species along with their reproductive strategies to help guide timing for scheduling survey events by the qualified plant biologist and control events.

The density and vigor of invasive plant species in any given season or year is highly dependent on annual weather patterns, including the timing and amount of rainfall, as well as diurnal temperature variations. This necessitates an adaptive weed management approach that allows flexibility in the timing and intensity of treatment events each year. Adaptive management is also crucial due to the difficulty and impracticality of quantifying the nonnative seed bank of target invasive species in the park. Instead, weed management efforts can only be estimated based on prior biological monitoring and experience with similar treatment efforts.

Invasive weed management is vital for the successful establishment and maintenance of native habitats within the park. Special care must be taken when weeding around native plants and within high-quality native habitats, requiring additional labor and expertise. Working around native species often necessitates increased use of manual methods

(e.g., hand-cutting or pulling) and reduces opportunities for time-saving mechanized equipment like mowers and line trimmers.

The number of years required for invasive species eradication through annual weed treatment events will depend on site-specific factors such as weed density, type of weed species, annual weather patterns, and variables like landscape position and soil type.

Weed management methods will be selected based on the type and density of target invasive species present, the density of native species, accessibility, and location within the park. Several control methods can be employed to manage invasive species at Fairview Park:

1. **Mechanical Methods:** Manual hand-pulling or cutting; taproot extraction with tools, such as weed extractors or shovels; mowing or line trimming
2. **Chemical Methods:** Targeted low-pressure foliar herbicide application; stump-cut and herbicide application

Each weed control method has advantages and disadvantages, with considerations including implementation timing, equipment and trained staff availability, biological resource protection, and site access limitations for equipment. Nonnative seedlings and flowering plants should be controlled before producing viable weed seeds to minimize contributions to the weed seed bank. If weeding is delayed until after seed development, seed material should be cut, bagged, and disposed of off-site.

Soil disruption should be minimized to reduce the germination of new weed individuals, injury to native species, and disturbance to biological soil crusts. Care should be taken not to disturb deep soil layers that could bring up buried weed seeds that would not otherwise germinate without disturbance.

Careful weeding by trained crews is necessary to avoid damage to native species in areas with significant native cover or sensitive species. Adaptive management, including regular monitoring to guide the scheduling and selection of weed control methods, is key to success. General guidelines for control methods are presented in Table 1-3.

1.9.1 Physical Control Methods

Physical control methods recommended include hand-pulling, cutting, or removal with digging equipment. These methods are best used for isolated individuals or small patches for the most efficient control. Digging with a shovel, pick or mattock can be labor intensive especially for larger mature individuals. Hand-pulling is best suited for seedlings or smaller plants that can be easily pulled. In many instances removal of all or most of the invasive species is necessary for effective control to limit resprouting from the roots or root crown. Using hand garden tools such as picks, cultivators, weeders, specialized hoes, mattocks, and trowels, can help to loosen the soil around the roots.
After loosening the soil, pull vertically from the ground to remove as much of the root system as possible, especially weed species with a long tap root.

MOWING/LINE TRIMMING

Mowing with mechanical equipment, such as a rotary mower, flail mower, or mulcher attached to a tractor or skid steer, or hand-operated motorized cutting tools such as line trimmers are generally an efficient method to use in areas with a high density of target invasive grasses and herbaceous species in areas with little to no native vegetation present. Mowing is appropriate in larger areas that are flat to moderately sloped.
Careful mowing should be implemented to limit injury to native species when cutting. The use of mechanical equipment including mowers shall not be used in the vernal pool watershed to prevent negative impacts to the soil, such as ruts, and the potential crushing of fairy shrimp cysts (i.e., eggs). In areas with a steeper slope or with a higher density of natives, walk behind, hand-operated mowers or line trimmers should be used.

Line trimming can be accomplished with a gas-powered, hand-operated line trimmer fitted with a string, brush blade, or similar instrument in areas inaccessible to larger equipment. Like line trimming, a gas-powered, hand-operated, shafted hedge trimmer with an articulating blade can be used to trim target invasive weeds above the soil surface from a standing position. Shafted hedge trimmers can be effective for cutting denser patches of broadleaf weeds after they have flowered, such as mustard species (*Brassica*, *Sisymbrium*, and *Hirschfeldia*). Line and hedge trimmers are most effective in areas that are inaccessible to larger equipment, or when working around dense, existing native vegetation that excludes the use of larger equipment.

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

HAND/MECHANICAL PULLING OR CUTTING

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

Hand-cutting can be used to remove the flowering stalks of target invasive weeds prior to seed development with tools such as sickles or vinyl knives. If cut material contains viable seed, then it should be properly disposed of off-site.

When hand-pulling target invasive weeds, the plants should be grasped near the base pulling in the direction the plant is growing to be able to better extract most of the roots

out of the ground. Short tugs work better than one long pull to prevent breaking the plant before the main roots are removed.

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

CUT-AND-DIG

Larger mature invasive species can be controlled by cutting the upper foliage of the plant and digging out the root system. Plant foliage can be cut with a handsaw, loppers, axe, or similar tools and removed to allow for better access to the roots. The root material can be dug out and removed with a shovel, mattock, Pulaski, or similar tool. As much of the root material should be removed as possible for effective control since many of the target invasive weed species can readily resprout from remaining roots.

Removed root material should be properly disposed of to prevent resprouting. For example, the removed roots and rhizomes of giant reed (*Arundo donax*) or even cut stems with nodes can resprout if they are touching wet soil.

RAKING AND REMOVAL OF WEEDED BIOMASS

Plant biomass of weeded invasive species shall be removed from the vernal pool watershed and other sensitive habitat areas since plant thatch degrades the quality of bird habitat and the functioning of the vernal pool habitats. Thick pant thatch also inhibits germination and recruitment of desirable native species and would hinder the natural.

Raking of the cut material can be done with handheld rakes and collected on burlap bags to be removed from the Park.

1.9.2 Chemical Control Methods

Herbicide treatment is specified mainly for dense areas of the target invasive species with low densities of native species and are invasive species that are perennial or that may re-sprout from taproots and rhizomes. Limited use of selected herbicides is specified when no other effective alternative is feasible for effective control. Most herbicides are not selective for weeds only; in other words, herbicides must be applied with the least harmful effect to non-target native species.

For effective control of target invasive species populations, they must be controlled before they produce viable seed. Most herbicides are not selective for weeds only (i.e., these herbicides must be applied with the least harmful effect to non-target native

species). In general, only post-emergent herbicides, which kill plants after they have germinated and are actively growing, are recommended.

Herbicides shall not be used in the vernal pool watershed at any time of year, except for area on the mesa with improper fill material. Herbicides use in all other natural areas during the breeding season can be used if a pre-work survey by a qualified biologist is conducted prior to treatment. Herbicides may be used in the fuel modification zones outside the breeding season and during the breeding season if prework surveys for nesting birds is conducted.

Only herbicides registered for use in California and in wildlands should be used judiciously for the control of target invasive species. Herbicides that are registered for use in California natural areas are recommended to be used at rates specified on the herbicide labels for the target invasive species. The recommended herbicides registered for use in California that are proposed in these guidelines are glyphosate, a non-specific broad-spectrum herbicide registered for use on almost all weed species, fluazifop-p- butyl for the control of weedy grasses, clopyralid for the treatment of thistles in the rosette stage, and triclopyr for the treatment of woody invasive plant species.

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

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

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

Herbicide treatment should be conducted only when weather conditions are conducive to effective uptake of the herbicide by target species when plants are at the specified growth stage. Optimal weather includes sunny and dry conditions with ambient temperatures of at least 65 degrees Fahrenheit. Wind conditions should be five miles per hour or less for herbicide applications that can be subject to drift, e.g., foliar spray

methods, to minimize herbicide drift for worker protection and to prevent damage to desirable vegetation. Treated plants shall not be disturbed until the applied herbicide has had time to take effect per the manufacturer's instruction.

FOLIAR SPRAY TREATMENT

Foliar spray treatment involves applying a select herbicide at a specified concentration directly to the exposed foliage of the plant to thoroughly wet all leaves. For the foliar spray treatment to be effective, the exposed foliage needs a thorough coating of herbicide, and the plant should be actively growing. The green or photosynthesizing parts of the plant should be sprayed for uptake of the herbicide by the plant. Typically, the foliar spray treatment is best used on smaller plants to ensure adequate cover of the herbicide.

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

Foliar spray shall be by low pressure hand operated sprayers only and broadcast herbicide shall not be done anywhere in the Park. For backpack or hand-held application of herbicide, a low-pressure regulated sprayer with a coarse droplet size and single- nozzle wand shall be used. For this type of application use either spray-to-wet applications, or low volume directed spray.

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

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

For application to small weeds (e.g., seedling stage) amongst dense native plants, if herbicide application is deemed necessary, the herbicide can be applied by backpack

sprayer with a low-pressure regulated wand with the nozzle directed to the weed foliage, thereby avoiding overspray. However, nozzle-to-plant application is time intensive and requires highly trained applicators that can differentiate between native and nonnative plants at the seedling stage; and therefore, it is typically not the most cost-effective weed management method. However, this treatment method may be needed since it is recommended to conduct herbicide treatment outside of the bird nesting season (January 15 to September 15) in sensitive habitat areas.

STUMP CUT AND HERBICIDE TREATMENT

Treatment of larger and well-established individuals, including high priority invasive species that may re-sprout from taproots or rhizomes, is best accomplished by using the stump cut and herbicide application method. Advantages of the stump-cut treatment compared with foliar application for larger individuals, includes the following:

- Lower quantity of herbicides required to treat the invasive species; and
- Localized application of the herbicides reduces the likelihood of herbicide contact with non-target native species, during application.

Typically, the stump cut and herbicide treatment is used in late summer and early fall when plants are translocating energy reserves to the rootstock and when seed dispersal is not enhanced by weeding activities optimal timing though is dependent on the weed species being treated.

The stump cut treatment method process involves cutting the stump of an invasive species flat at about 8 to 10 inches in height, then immediately (within 2 minutes or less) treating the exposed cambium of the cut stump with a select herbicide at a specified concentration. The stump cut treatment should be implemented in the following steps:

Step 1. Plants will be cleanly cut, horizontally, close to the ground (using a saw, rotary brush cutter or similar tool).

- If the weed species has already set seed, seed material shall be immediately collected, bagged, and removed from the project area prior to cutting
- The cut vegetation will be removed from the project area the same day it is cut and properly disposed of off-site or in a designated buffer area.

Step 2. The stumps or stems will be re-cut, cleared of sawdust and immediately painted with the specified herbicide within two minutes of cutting, before the cut surface begins to congeal, to ensure penetration of the herbicide. The herbicide should be applied to the cambium in 60 seconds or less after cutting.

- Apply the herbicide on the cut stump (the percent solution will be dependent on the weed species treated and herbicide used). Apply carefully to avoid any drips or damage to surrounding native species.

Plants generally should be checked about one month after initial stum cut treatment to determine the success of the herbicide treatment. Any re-growth from the treated

stumps should be treated with the foliar herbicide application method in the same growing season or as re-growth appears in the next growing season. Any new seedlings and small saplings observed during follow-up treatments can be hand-pulled, ensuring that the root system is removed. The pulled material should be removed from the project area or chipped and stockpiled for composting, as some species can regenerate when moisture is available.

If it is not possible for the herbicide applicator to work alongside the crew who is cutting the plants for treatment, then the herbicide treatment Step 2 may be applied within one week of the initial cutting. However, the cut stump must be re-cut to expose fresh cambium for effective herbicide treatment. If the stump cannot be re-cut, then herbicide application is not recommended as it will no longer be effective since the surface would be congealed and the herbicide would not be taken up by the plant.

RECOMMENDED HERBICIDES FOR USE IN FAIRVIEW PARK

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

Categories of herbicides include pre-emergent and post-emergent. Pre-emergent herbicides work on newly germinated weed species. They prevent them from developing and do not harm established plants. Post-emergent herbicides work on established and actively growing weed species. Only post-emergent herbicides are recommended for use. Pre-emergent herbicides should not be used for habitat restoration since they may also affect newly germinated native species.

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

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

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

Post-emergent herbicides can be broadcast sprayed in areas with a low density of native species or applied with backpack sprayers in areas with a higher density of native species. Selective herbicides can be broadcast sprayed to control the desired weed type with little to no impact on natives of a different plant type. Non-selective herbicides can be more efficient in areas with a mix of grass and broadleaf weed species since they can treat all the weed species present at the site. However, non-selective herbicides can cause the most harm to desirable native species and should only be broadcast sprayed in areas with a low density of natives.

Caution should be taken to prevent overspray and herbicide drift onto the foliage of native species as they can damage or kill the plant(s). Prior to selection and use, the label of each herbicide should be read to determine if the active ingredient can translocate through the soil and cause potential damage to the root system of native species. For example, imazapyr translocates through the soil and its use should be limited to the stump cut treatment method to reduce the amount of herbicide introduced into the soil and prevent herbicide drift.

Fluazifop (Fluazifop-p-butyl Fusilade® DX)

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

Application Rate

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

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

Weedy grass species should be treated at the appropriate growth stage for optimum effectiveness. Grasses that have tillered (sprouted a shoot from its base), formed seed heads, or exceeded the growth stages listed on the label should not be treated. Target

weed grasses should not be under stress (e.g., from moisture, temperature, low soil fertility) for optimum control.

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

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

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

Glyphosate

Glyphosate (e.g., Roundup Pro® Concentrate or Roundup Pro® Max) is a broad-spectrum post-emergence herbicide for the control of annual, perennial, and woody weed species. The herbicide is systemic and moves from the treated foliage to the root system.

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

Application Rate

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

label as the amount of dye can reduce product performance, especially at lower herbicide application rates.

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

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

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

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

Clopyralid

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

Application Rate

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

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

In general, the herbicide is most effective when weeds are small and actively growing. The lower rate should be used only during highly favorable growing conditions and

when plants are 3 to 6 inches tall. The higher rates should be used if the plants are stressed or in areas with high weed density. The foliage should be thoroughly coated for effective control.

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

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

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

Triclopyr

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

Application Rate

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

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

The maximum application rate of triclopyr is 9 lbs a.e. per acre per year.

Herbicides Approved for Aquatic Use

Only herbicides and surfactants approved for aquatic use should be used in riparian habitats for treatment of weed species. It is important to note that permits may not allow the use of a surfactant in riparian habitats. The purpose of a surfactant is to provide more uniform coverage and penetration of the herbicide into the plant.
Approved aquatic herbicides include Round-up® Custom (active ingredient glyphosate)

and Renovate® 3 (active ingredient triclopyr). Non-ionic surfactants approved for aquatic use include Liberate® and Rainier®.

1.10 TARGET INVASIVE SPECIES CONTROL METHODS

The following are specific control methods for the target invasive species presented in this plan. As stated previously, no herbicides or mechanical mowing shall be done in the vernal pool watersheds and only physical control methods presented below shall be implemented for the target invasive species in the vernal pool watershed.

1.10.1 Artichoke Thistle

The type of herbicide used for artichoke thistle (*Cynara cardunculus*) control is dependent on its growth stage. In the seedling to rosette stage in winter to early spring, clopyralid (e.g., Transline®) should be applied at 1.5 to 4 oz a.e. per acre. Foliage should be thoroughly coated for effective control. The higher rates should be used if the plants are stressed or in areas with high weed density. Physical control methods include hand pulling seedlings and cutting plants in the rosette stage. When using physical methods, as much of the root system should be removed as possible to limit resprouting (DiTomaso et al. 2013). It should be noted that while physical control methods can effectively control artichoke thistle, it may take longer than chemical control methods with more treatments per year and more years of control.

For mature, bolting artichoke thistle plants, a foliar application of 2% glyphosate should be used. Glyphosate treatments should be done after bolting when the plants are actively translocating fluids to the root system. If sprayed before bolting, the above- ground material may die back, but many of the plants will resprout from the roots later in the season (Bossard et al. 2000).

Physical methods include cutting the mature plant and removing as much of the upper taproot as possible to prevent resprouting. Plants can be cut with a mower, line trimmer or hoe. The most effective cutting method is the use of a hoe to cut down below the soil to remove part of the upper tap root system. Mowers and brush cutters can be used to deplete mature plants of their resources. Repeat mowing will be necessary during the growing season prior to seed set over multiple seasons for effective control.

1.10.2 Australian Saltbush

Australian saltbush (*Atriplex semibaccata*) is a perennial subshrub that can be controlled by hand-pulling, removing as much of the root material as possible. While plants are easy to hand-pull, they are brittle, and care should be taken not to break the mainstem when pulling to ensure as much of the root material is removed as possible. Chemical methods of control include foliar application of glyphosate that can be used from postemergence to mature plants that are rapidly growing. If seeds are present before treatment, seeds should be carefully cut and removed from the plant and properly disposed of off-site.

1.10.3 Crown Daisy

Crown daisy (*Glebionis coronaria*) is an annual herb that reproduces from seed that can be controlled by hand-pulling removing as much of the root material as possible. Line trimming is most effective after the plant has flowered or produced fruits, cutting the plants as close to the base as possible. Follow-up treatments will likely be required if line trimming is the method used. Foliar application of glyphosate is most effective when the plant is mature but prior to seed set. If seed set has already occurred, line trimming should be the method used. If seeds are present before treatment, seeds should be carefully cut and removed from the plant and properly disposed of off-site.

1.10.4 Castor Bean

Castor bean (*Ricinus communis*) can be either a summer annual, perennial, shrub, or even a small tree up to 10 feet tall. The seeds are highly poisonous as well as to a lesser degree the foliage. Protective gloves should be worn during hand-pulling activities since all plant parts are toxic to humans. Hands should be thoroughly washed after working with castor bean.

Seedlings and smaller castor bean individuals should be hand-pulled, removing as much of the root system as possible to prevent resprouting. Medium sized individuals can be pulled with hand-held tools such as a weed wrench. Hand-pulling can be best accomplished in soils that are wet and even larger individuals can be hand-pulled in wet sandy soils. Hand-pulling is more difficult when soil conditions are dry and should not be the method used if most of the root system cannot be removed. If plants are broken during hand-pulling, they will readily resprout with multiple shoots from the root crown.

Mature plants should be treated with a foliar herbicide application of a 2% solution of glyphosate. Foliar herbicide application can occur at any life stage of the castor bean from seedlings to large mature plants. Control is optimum between seedling to bloom stage and is most effective at flower bud and flowering stage. Herbicide control should be done before seed production has started.

For larger individuals, the stump cut method as described above can be used. The cut stumps should be treated with a 25% solution of glyphosate applied to the cut stump. The stump cut treatment can be done on mature plants at any time of the year. Smaller plants can be cut with loppers while hand saws or chain saws may be required for larger plants.

If seed production has occurred prior to any treatment, seeds should be cut from the plant, bagged, and removed from the site to prevent the seeds from entering the weed seed bank.

1.10.5 Fountaingrass

Fountaingrass (*Pennisetum setaceum*) is a perennial grass that reproduces by seed. Small populations can be effectively controlled by digging up the plant removing as much of the root system as possible. Roots of mature plants can be dug out of the ground with a pick, shovel, or mattock. Flowers shall be cut and removed prior to

digging out the plant and the material bagged and removed from the site. Mowing is not an effective control method for fountaingrass.

Herbicide control methods included foliar application. Plants can be treated with fluazifop from postemergence to rapidly growing plants. Foliar application of glyphosate with a 1 to 2% solution is effective from postemergence to rapidly growing plants from mid-summer to fall. The most effective treatment timing for foliar application of glyphosate is during the flowering stage in the summer.

1.10.6 Giant Reed

Giant reed (*Arundo donax*) is a perennial grass that is bamboo-like with hollow cane-like stems that can grow upwards to 25 feet tall. Giant reed does not produce by seed but can readily reproduce from roots, rhizomes, and stem material.

Foliar herbicide spray should consist of spraying giant reed with an 8% solution of Roundup Custom™ (a glyphosate herbicide approved for aquatic use), and the surfactant Liberate® (approved for aquatic use) directly to exposed green foliage. The green foliage should be thoroughly wetted with herbicide with a minimum of 75% of the plant treated. Since the root and rhizomes of giant reed are so substantial sufficient herbicide needs to be translocated to the roots for effective control. Tall stalks shall be carefully bent downward, and herbicide solution applied, being careful to avoid spraying any adjacent native species. Similarly, giant reed in that is in or near standing water should be carefully bent so that the foliage is over land and not water for spraying.

Treatment shall occur when giant reed is actively growing starting early spring and is most effective at the end of summer or beginning of the fall season when it is actively translocating resources to its root system. Herbicide control is least effective during the winter months when temperatures are colder and giant reed is primarily dormant.
Control of mature well-established stands of giant reed can take between 3 and 7 years to control where hydrologic conditions favor the regrowth of giant reed.

For large, dense giant reed stands with a lot of standing biomass, it may be necessary to cut the canes prior to herbicide treatments. When cutting is done, all cut cane material should be removed from the Park or mulched in place. Mulched in place canes should be thoroughly shredded to prevent potential resprouting from stem nodes. The initial cutting should be in the late fall/early winter. Follow-up herbicide treatment of giant reed resprouts as described above during the growing season will be necessary. It is recommended the resprouts are a minimum of three feet tall for there to be sufficient foliage to treat.

Giant reed can be removed by cutting the canes and digging up the roots, culms, and rhizomes. As much of the roots and rhizomes need to be removed as possible to prevent resprouting. Hand-removal is most efficient and effective for smaller infestations or in areas previously treated with herbicides and only a few viable giant reed canes remain. All plant material should be collected and properly disposed of off-site.

1.10.7 Milk Thistle and Italian Thistle

Milk thistle (*Silybum marianum*) is an annual or biennial species and typically emerges during the fall after first rains. Italian thistle (*Carduus pycnocephalus*) and slender flowered thistle (*Carduus tenuiflorus*) are annual species and seedlings emerge after the first rains.

Physical control methods include hand pulling seedlings, cutting with hand tools, or mowing. When using hand tools such as grubbing hoes, plants should be cut a minimum of 2 to 4 inches below the ground to prevent resprouting. Mowing is most effective when done after the plants have bolted and are about to flower, as plants will regrow if plants are cut before fully bolted. Plants should be cut or mowed prior to seed production.

The type of herbicide used for control is dependent on their growth stages. In the seedling to bud stage, clopyralid (e.g., Transline®) should be applied at 1.5 to 6 oz a.e. per acre for control of milk thistle and 1.5 to 8 oz a.e. per acre for Italian thistle and slender flowered thistle (DiTomaso et al. 2013). However, it should be noted that the maximum application rate for clopyralid in California is ⅔ pint per acre per annual growing season. Foliage should be thoroughly coated for effective control. The higher rates should be used if the plants are stressed or in areas with high weed density. A foliar application of 2% glyphosate for milk thistle and glyphosate at a rate of 1.5 to 3 lbs
a.e. per acre for Italian thistle and slender flowered thistle can be used at any time during the growth stage for effective control.

1.10.8 Pride of Madeira

Pride of Madeira (*Echium candicans*) can be controlled by hand-pulling seedlings and younger plants. Larger mature plants can be controlled by cutting the upper foliage of the plant and digging out the root system. Plant foliage can be cut with a handsaw, loppers, axe, or similar tools and removed to allow for better access to the roots. The root material can be dug out and removed with a shovel, mattock, Pulaski, or similar tool. As much of the root material should be removed as possible for effective control since Pride of Madeira can readily resprout from remaining roots.

Foliar herbicide application of a 1 to 2% solution of glyphosate is most effective from late spring to summer and should be timed before seed production. Stump cut treatments can also be effective using glyphosate. If seed production has occurred prior to any treatment, seeds should be cut from the plant, bagged, and removed from the site to prevent the seeds from entering the weed seed bank.

1.10.9 Purple False Brome

Purple false brome (*Brachypodium distachyon*) is a fast growing annual or perennial grass with a short life cycle that allows for multiple life cycles during a growing season (Bakker et al. 2009). First emergence is typically during the fall after the first rains however, emergence can occur any time following a rain event. Purple false brome produces a dense thatch that inhibits germination of many native species and the first step for control is to eliminate the dense thatch in a restoration area. Initial mowing and

dethatching will allow for natural recruitment of natives; however, other nonnative herbaceous species can invade after clearing.

Treatment methods for the control of purple false brome include mowing, mechanized or line trimming and foliar herbicide application. When mowing, the plants should be cut as close to the ground as possible. Effective herbicide treatments include fluazifop at 4 to 6 oz a.i./acre from post-emergence to prior to the boot stage or 0.56 to 1.1 lb a.i. per acre of glyphosate from post-emergence application to rapidly growing, non- stressed plants (DiTomaso et al. 2013). Given the fast-growing nature of purple false brome and its ability to have multiple life cycles in a growing season, multiple treatments during a growing season are optimal for increased control. Treatments must be implemented prior to seed set to limit seed banking. Typical timing for treatments is to implement the first control event in winter after emergence with follow-up treatment(s) in spring for later germinating populations and resprouts.

Growth and flower production are dependent on annual rainfall and subsequent soil moisture availability. Monitoring growth and development is important particularly during drought years to plan treatment accordingly for effective control. For example, the flowering height of purple false brome in treatment areas was observed at only a height of 1 to 2 inches in response to the 2015 drought conditions. As a result, physical control methods, such as mowing required more time than usual to ensure that the tractor, or skid steer, mounted mower stayed close enough to the ground to cut the flowering parts of the grass. The low flowering height required the use of a flail mower, instead of a rotary mower, mounted to a hydraulically driven skid steer so the grass could be mowed at the soil surface. The additional time and equipment for the physical control of purple false brome control in dry years increases the cost of control. An alternative option for treating low stature plants is broadcast herbicide application of fluazifop or glyphosate.

1.10.10 Mustard Species

Control methods for mustard species such as black mustard (*Brassica nigra*), shortpod mustard (*Hirschfeldia incana*), and London rocket (*Sisymbrium irio*) consist of mowing, hand pulling, and foliar herbicide application. Mowing or hand cutting treatments are most effective for actively growing plants that have flowered but prior to setting seed to limit contributions back to the weed seed bank. Cutting is most effective for the annual mustard species black mustard and London rocket compared to the perennial shortpod mustard; however, follow-up treatments will likely be necessary for all the mustard species since resprouting can occur. Foliar herbicide application of a 2% solution of glyphosate is most effective when plants are younger prior to flowering, particularly for black mustard. When hand pulling, as much of the taproot as possible should be removed (DiTomaso et al. 2013).

Treatment times depend on annual weather, but typical treatment times are in the winter after emergence from rainfall and a follow-up treatment(s) in spring before seed set. Shortpod mustard can germinate and grow at any time of the year conditions are

right and follow-up treatments may be needed in the summer. Several years of control are necessary to eliminate mustard species.

1.10.11 Nonnative Grass Control

Ripgut brome (*Bromus diandrus*) is a nonnative annual grass that typically emerges after the first rains. Growth and development are dependent upon rainfall events, with flower production earlier in the season during drought years along with a decrease in biomass and height of the plants. Nonnative annual grasses are typically the first nonnative species to germinate after rains. Control methods include, hand pulling, cutting, mowing, and herbicide application. Timing for control of nonnative grasses is typically in winter with follow-up treatments in spring for later-germinating individuals.

Smaller infestations can be controlled with hand pulling before seed development. Mowing can reduce seed production when timed right after flowering but before seeds mature. Plants cut earlier than this stage will grow back. When mowing, the material should be cut to about 2 inches to remove the bolting stems (DiTomaso et al. 2013). If mowing is the only option for control, mowing should be repeated every 3 weeks, as needed.

Ripgut brome can be controlled with a 0.375 to 1.1 lbs a.e. per acre of glyphosate at postemergence in early spring to rapidly growing plants that are not stressed. Fluazifop at a rate of 4 to 6 oz a.i. per acre for mature plants and 2 oz a.i. per acre for seedlings can also be used with the most effective treatment time before the boot stage.

1.10.12 Poison Hemlock

Poison hemlock (*Conium maculatum*) is a biennial species that reproduces by seed. For small infestations, hand-pulling is the recommended method for control. When hand- pulling, the entire taproot should be removed to prevent resprouting. Care should be taken when handling poison hemlock as all plant parts are toxic to humans. Gloves should be worn during control activities and hands should be thoroughly washed after working with poison hemlock. This includes handling of dried material since it takes several years for the toxins present to dissipate. Foliar application of a 1 to 1.5% glyphosate solution is most effective from postemergence to rapidly growing plants prior to bolting. Higher rates of glyphosate can be used for control of plants from bud to full bloom stage. If seed production has occurred prior to any treatment, seeds should be cut from the plant, bagged, and removed from the site to prevent the seeds from entering the weed seed bank.

1.10.13 Stinknet

Stinknet (*Oncosiphon pilulifer*) is an annual species that reproduces from seed that can be controlled by physical methods or chemical methods. Hand-pulling removing all the root material is the best method and is recommended for smaller infestations. Larger populations can be controlled with line trimming once plants reach the bud stage. If viable seed has already formed, line trimming is not recommended since the seed can be easily dispersed, unless the seed material can be removed before cutting. Follow-up control will be needed if cutting is the method used. Care should be taken when

handling stinknet as it can cause contact dermatitis for some individuals. Protective gear includes long sleeve shirts, pants, and gloves to prevent skin contact. Chemical control methods include foliar application of glyphosate. Timing of chemical control methods is critical, and plants should be treated in the rosette stage up to bolting stage but before flowering. Once the plants have flowered, chemical control efficacy diminishes (McDonald, 2023).

1.10.14 Sweet Fennel

Sweet fennel (*Foeniculum vulgare*) is a perennial species that typically emerges in mid- winter to early spring. Control methods include slashing, hand pulling, and herbicide application. Slashing is best used just before the flowering stage of fennel plants, but repeated slashing of new growth is likely required to kill the plant. Hand pulling is best for seedlings and younger, smaller plants as the root system needs to be removed for effective control. When cutting or digging out plants a minimum of 3 to 6 inches of the taproot should be removed for effective control. Physical methods for control of sweet fennel are very labor intensive. It is important to note that digging up plants causes soil disturbance that can lead to increased germination of exposed seeds therefore, digging should be limited to less dense populations (DiTomaso et al. 2013).

Foliar herbicide application of a 2 to 5% solution of glyphosate is most effective from post-emergence to prior to flowering stage. Control with glyphosate is less effective after fennel has bolted (DiTomaso et al. 2013). A 0.5 to 1% solution of triclopyr is most effective during the wet season from late February to early March (DiTomaso. et al.
2013) but can be used from post emergence but prior to flowering. The stump cut method can be used for larger mature plants using a 100% solution of glyphosate.

Timing for treatments is dependent on weather with the first treatment typically in late winter with follow-up treatments in spring. Populations should be checked after using any treatment method to check for resprouts and new seedlings.

1.10.15 Target Annual Invasive Control in the Vernal Pool Watershed

Specific target invasive species to be controlled in the vernal pool watershed include five horn bassia (*Bassia hyssopifolia*), curly dock (*Rumex crispus*), Russian thistle (*Salsola australis*), and buffalobur (*Solanum rostratum*). Control shall be by hand-pulling or line- trimming methods. When hand-pulling, as much of the root material shall be removed as possible. For curly dock, a perennial species, as much of the tap root, at least to a depth of 2 inches, shall be removed to prevent resprouting. Mowing should be done before seed production. Multiple mowing events should be planned to treat subsequent resprouts, including for annual species.

1.11 EFFECTIVENESS MONITORING AND REPORTING

In addition to annual invasive plant surveys by a qualified biologist (see Section 1.6) to determine the appropriate method and timing of control events, and sensitive species surveys (see Section 1.5) before work in sensitive habitat areas during the bird breeding

season, control effectiveness monitoring should also be performed. Effectiveness monitoring involves an annual survey of invasive plant control effectiveness, conducted at least one month after the last annual invasive plant treatment. This survey assesses treated invasive plant populations' estimated size and new locations to guide recommendations for the following year.

The Qualified Biologist should confirm treatments are executed during the year and record key information for a running treatment log, including treatment location, species treated, treatment timing, and treatment method. Treatment areas' spatial locations can be tracked using the 2023 vegetation cover map, recording the polygon in which treatment occurred based on the vegetation map geodatabase. Alternatively, GPS locations can be collected at control locations and entered into a geodatabase for archiving treatment locations.

Recording control treatments is essential for invasive plant management, demonstrating treatment effectiveness and facilitating adaptive management when necessary. More detailed information allows for better management practice adjustments as needed. If resources and time for monitoring and reporting are limited, a minimum amount of basic information should be collected to inform decision-making.

All eradicated populations should be monitored for at least three years to ensure no new recruits emerge from the weed seed bank. Continued surveying is necessary for target invasive species that have been eradicated but are present in the surrounding area and have a high probability of reinvading the park, focusing on areas with the highest potential for recurrence.

Comparing year-to-year monitoring results can yield analytical insights, such as:

- Increase or decrease in target invasive cover within mapped populations and parkwide.
- New occurrences or spread of currently targeted invasive species.
- Eradication of a target invasive weed species.

These quantitative results can document the weed management program's success, help secure future funding sources, and guide adaptive management recommendations to improve future invasive weed management efforts.

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Fairview Park Master Plan IS/MND (1997) Addendum to the File

Fairview Park Mesa Restoration: Coastal Sage Scrub and Flower Fields Habitat Restoration and Project – Crotch's Bumble Bee and Western Burrowing Owl

An initial study/mitigated negative declaration (IS/MND) was prepared for the originally proposed Fairview Park Master Plan (FPMP) in 1997. Pursuant to California Regs. Tit. 14, §15162(b), if changes to a project or its circumstances occur or new information become available after adoption of a negative declaration, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

As the lead agency, the City of Costa Mesa determined, based on the habitat restoration plan for the project and guidance from the California Department of Fish and Wildlife, an addendum to the originally adopted IS/MND should be prepared. This Addendum to the IS/MND addresses new information pertaining to the Crotch's bumble bee (CBB, *Bombus crotchii*) and Western Burrowing Owl (BUOW, *Athene cunicularia hypugaea*), both candidate species for listing under the California Endangered Species Act (CESA). Pursuant to this Addendum also discusses the project's avoidance and minimization measures (AMMs) that achieve a long-term net uplift for CBB, BUOW present at the project site.

The FPMP was the subject of an IS/MND adopted by the City of Costa Mesa in 1997. In that document the City determined that the master plan for the 208-acre park is mostly passive with habitat restoration, trails, picnic areas, new parking west of Placentia Avenue, and an expanded model train station and museum area, trails, and picnic areas on the east side.

The IS/MND identifies that the park contains sensitive natural resources as identified in the FPMP. At the time, the list of species of concern did not include CBB, or the fact that BUOW is a candidate for listing under CESA, because the CBB was not a species of concern in 1997, and BUOW was recently listed. The 1997 FPMP includes a discussion of BUOW, which is updated here due to its recent change in listing status.

This Addendum provides a description of the species, the benefits of the project, and the measures to be included in the FPMP activities, including the Coastal Sage Scrub and Flower Fields Habitat Restoration Project to protect the species during restoration actions.

1997 IS/MND Assessment Regarding Impacts to Biological Resources. The IS/MND found that the FPMP was designed with sensitive resources in mind and that no significant adverse impacts are associated with the master plan if the following mitigation measures, which are recommended in the master plan, are kept a part of the project:

> B-1. Any habitat restoration activities shall be carefully planned and implemented according to the Fairview Park Master Plan and in consultation with a biologist familiar with the park's native plant and animal communities.
>
> B-2. To avoid potential impacts to sensitive species present or potentially present in the alluvial scrub community depicted on the FPMP, weed control activities (e.g., disking) shall be terminated until a resource management plan has been undertaken.
>
> B-3. Upon approval of the Fairview Park Master Plan, the City shall review current management practices (e.g., weed control, vector control; mowing within vernal pools) to avoid potential impacts to biological resources identified in the master plan as being highly or moderately sensitive.
>
> B-4. Development of the park west of Placentia Avenue including trenching for utilities, shall minimize impacts to highly or moderately sensitive resources, retain the natural topography to the extent feasible, and use only locally native plants in restoration and in other landscaping where appropriate. Activities on this side of the park shall be consistent with the NCCP Implementation Agreement if signed by the City of Costa Mesa.

Updated Species Information

Crotch's Bumble Bee

The Crotch's bumble bee (CBB, *Bombus crotchii*) is a candidate for listing under CESA. The CBB occurs in grassland and scrub habitats containing nesting and/or overwintering habitat, and abundant floral resources that provide nectar and pollen during the active flight period (early-February to late-October). The species nests underground in abandoned holes created by small mammals (e.g., ground squirrels, mice, and rats), or occasionally in bird nests, but may also nest under logs and other woody debris; above ground under perennial bunch grasses, brush piles, and thatched annual grasses, and in dead trees or hollow logs (Williams et al. 2014, Xerces Society 2018). Overwintering habitat is largely unknown, but bumble bees have been documented overwintering in burrows of other animals, and in shallow excavations in soft soil, leaf litter, and other debris such as compost piles (Goulson 2010, Williams et al. 2014). Colonies are annual and only newly mated bumble bee queens overwinter

(Thorp et al. 1983). In early spring, queens emerge from their overwintering site to forage on nectar and pollen, and search for suitable nest sites. In general, bumble bee colonies can support anywhere from 50 to 1,000 female workers, as well as males and the queen (Xerces Society 2018).

Based on recent focused surveys, nesting habitat and overwintering habitat are present on the Fairview Park restoration site, and CBB has been observed foraging on-site on native and non-native floral species including native phacelia (*Phacelia* spp.) and salvia species (*Salvia* spp.), and non-native black mustard (*Brassica nigra; synonyms are Rhamphospermum nigrum, Mutarda nigra,* and *Sinapis nigra*) (Endemic Environmental Services 2024).

Burrowing Owl

The burrowing owl (BUOW, *Athene cunicularia*) is a candidate for listing under CESA and a California species of special concern. The burrowing owl nests and roosts in open grasslands and open habitats with suitable burrows, usually those made by California ground squirrels (*Otospermophilus beecheyi*). BUOW use abandoned ground squirrel burrows for shelter and nesting. The breeding season in California is March to August (Shuford et al. 2008). Burrowing owls are not known to nest at Fairview Park; but are known to occupy the Park in the winter.

Proposed Habitat Restoration Project

The Fairview Park Coastal Sage Scrub and Flower Fields Habitat Restoration and Enhancement Project (Project) is a collaborative effort between the City of Costa Mesa (City) and the Orange County Transportation Authority (OCTA) to fulfill an outstanding obligation of restoring approximately 4.5 acres of coastal sage scrub and 5.0 acres of native grassland habitat. In January 2024, the City contracted with MIG (consultant) to prepare a habitat restoration plan for the Project, which was prepared by their subconsultant, Land IQ (2024). The Project is intended, in part, to fulfill outstanding mitigation commitments to OCTA for a total of 23 acres of restoration consisting of various habitat communities in the wetlands and riparian habitat restoration area. As of November 2024, the City has completed 13.5 acres of habitat restoration towards its 23-acre commitment. The Project was designed to accomplish an additional 11.9 acres of habitat restoration, with 9.5 of these acres being in credit to the OCTA Environmental Mitigation Program. In addition, the Project will implement voluntary habitat restoration and enhancement initiatives to augment the conservation value of the site. These measures will not only contribute to the overall success of the Project but also help fulfill the long-term conservation and preservation commitments outlined in the City's adopted FPMP.

Habitat Restoration Project Beneficial Ecological Uplift for CESA-Protected Species

Crotch's Bumble Bee

The Project will improve many environmental factors affecting CESA-protected species, thereby providing ecological uplift. Like all bumble bees, Crotch's bumble bee requires foraging habitat, a place to nest, and a place to overwinter (Hatfield et al. 2012). For CBB, the Project will improve the ability of the site to support all the needs of the bumble bee.

First, the Project will increase the diversity of native flowering species. Increased plant diversity is positively correlated with bumble bee abundance (Mand et al. 2002, Hines and Hendrix 2005) and has been shown to reduce competition for nectar sources with other species that may be better adapted to pollinate one species versus another (Balfour et al. 2021).

Second, the increased plant diversity will also extend the native flower blooming period to encompass the entire CBB flight season, providing critical floral resources (nectar and pollen) during the queen flight season (February to March) as queens emerge from a state of diapause (i.e., a form of hibernation), during the colony active period (April to August), and during the gyne flight season (September to October) when newly-mated queens are building fat reserves to prepare for winter hibernation. The life cycle of CBB begins when queen bees emerge from hibernation each spring (queen flight season), playing a critical role in maintaining the colony's continuity. For the colony's survival and successful reproduction, the availability of sufficient floral resources is essential during the entire flight season. For instance, newly mated queens must build fat reserves before hibernation (gyne flight season) to ensure the emergence of a new generation the following spring (CDFW 2023).

The plant palette for the Project reflects current understanding about the plant species commonly visited by CBB (Exhibit A). For example, of the 14 plant families that are represented in the plant palette, six families are the most commonly visited by CBB, including Apocynaceae, Asteraceae, Boraginaceae, Fabaceae, Hydrophyllaceae, and Lamiaceae (The Xerces Society 2018); and of these families, 24 plant species are represented. Likewise, the palette includes narrow leaf milkweed (*Asclepias fascicularis*), which is an important nectar source for males, and lupines *(Lupinus* spp.), which is an important pollen and nectar source for females *(*CBBA 2025). The pallete also includes plants in the genera *Salvia, Acmispon, and Phacelia*, which have also been shown to be important for the species (CBBA 2025).

Third, the Project will improve and increase nesting and overwintering habitat resources on the site by planting native bunch grasses, which are known to provide bumble bee

nest habitat and the increased diversity of plants is expected to attract a greater abundance of small mammals to the area.

Burrowing Owl

The Project will also have benefits for the BUOW. The removal of the tall-stature non-native species (e.g., mustards, thistles, fennel) and replacement with shorter-statured native species will be beneficial for owls because it will provide more visibility to watch for approaching predators and more easily hunt for prey (CDFW 2024). The diversity of plant food resources and shorter-stature vegetation will also attract California ground squirrels, which are a keystone species in California grassland habitats, upon which BUOW are highly dependent for their burrows. The diversity of plants will provide more diverse food resources that California ground squirrels consume including seeds, fruits, stems, and leaves, and the shorter stature vegetation will provide good visibility of predators. Additionally, the diversity of plants will provide a nearly year-round source of food for BUOW prey species, including in the winter when owls have been observed as present. The increased structural diversity of native shrub and herb life forms will also attract a wider variety of prey species such as insects and small lizards (Curran 2022, Owen et al. 2024).

Avoidance and Minimization Measures for Crotch's Bumble Bee and Burrowing Owl

AMM-1. Qualified Biologist. The City shall ensure that the Qualified Biologist(s) are knowledgeable and experienced in the biology, natural history, and habitat requirements of CBB, including co-occurring bumble bee species, and/or BUOW, with at least two season of experience.

AMM-2. Qualified Biologist Authority. The Qualified Biologist shall immediately stop any activity that does not comply with the AMMs or order any reasonable additional protection measures, in consultation with the City and CDFW, to avoid the unauthorized take of CESA-protected species. The City shall provide unfettered access to the Project Area and otherwise facilitate the Qualified Biologist in the performance of their duties. If the Qualified Biologist is unable to comply with these measures, then they shall notify the City and CDFW immediately.

AMM-3. Education Program. The City shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Qualified Biologist reviewing the sensitive species/resources that could potentially occur in work areas, including but not limited to CBB and BUOW. The program shall include a general discussion of the life history, field identification, habitat requirements, and the legal status for each species.

The Qualified Biologist shall also explain the relevant AMMs as they relate to sensitive biological resources on/around the Project Area and disclose the specific resources that will be monitored. The City shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new individuals before they are authorized to perform work in the Project Area. Upon completion of the program, they shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

Avoidance and Minimization Measures for Crotch's Bumble Bee

Based on the confirmed presence of CBB on the site, initial dethatching activities and ongoing weed maintenance activities have the potential to destroy active nests and overwintering queens, and result in the temporary loss of foraging habitat. Recognizing that complete avoidance of take is likely not possible, especially in the fall and winter months when overwintering bumble bee queens are undetectable, the following measures will be implemented to minimize Project impacts to CBB and their habitat.

AMM-4. Pre-work Surveys. Pre-work surveys for CBB shall be conducted during the queen flight season, colony active period, and gyne flight season (cumulatively, February 1 through October 31) for various habitat restoration activities with different impact potential. If CBB are found to be present, the Qualified Biologist shall attempt to determine if there is an active nest in the Project Area that necessitates the establishment of a protective avoidance nest buffer.

a. Minimal to No Impact Activities. One pre-work survey shall be conducted when the potential to impact CBB or their habitat is minimal to none. These habitat restoration activities include (i) hand weed control techniques when the weeding event is timed to occur prior to predominantly synchronous flowering (i.e., individual plants in a population may flower earlier but typically most of the plants in a population flower in the same time period) of known CBB floral resources, or (ii) the targeted foliar application of grass-specific herbicides that are approved for use in the habitat restoration plan. Hand weed control techniques include hand-pulling of individual plants and the use of hand picks for cutting weeds at or above the soil surface.

b. Ground Disturbance or Flowering Food Source Removal Activities. Two pre-work surveys shall be conducted prior to Project activities involving ground disturbance (e.g., digging out perennial plants to remove the root system for effective control), the use of motorized mechanical equipment (e.g., line trimmers), the use of vehicles or mechanical tracked equipment, the use of herbicides applied according to a CDFW approved Pesticide Use Plan developed for the Project, or

control of weeds that are in predominantly synchronous flowering that are known CBB floral resources.

c. Survey Guidelines. Surveys shall focus on areas with blooming native and nonnative nectar and pollen sources, including a 50-foot buffer around the work area. Conduct surveys between 8:00 am and 4:00 pm on sunny days with temperatures ranging from 55 to 90°F and wind speeds below 10 mph. Conduct presence/absence detection surveys for a minimum of 1 person-hour for each 3 acres of suitable habitat. For one pre-work survey requirements, conduct surveys no more than 2 days before starting work activities. For two pre-work survey requirements, conduct surveys no more than 10 days before work begins, at least 4 days apart, and with the second survey no more than 2 days before starting work activities.

d. Alternative Monitoring Method for Unfavorable Weather Conditions. The incidence of coastal fog and high prevailing on-shore wind speeds at Fairview Park, can, at times, limit the ability of the Qualified Biologist to complete surveys according to the guidelines before scheduled weed management activities. If weather conditions hinder surveys before Project activities, the Qualified Biologist shall monitor work on the first day of Project activities to detect CBB and nests. This alternative monitoring approach aims to facilitate timely weed control while protecting CBB and their habitat. If CBB is detected while monitoring, the Qualified Biologist shall make every effort to detect a nest in the work area and establish a protective avoidance buffer around the nest. The Qualified Biologist has authority to recommend additional monitoring of Project activities when a survey was unable to be completed prior to start of work. The Qualified Biologist shall collaborate with the Project implementation team to determine optimal timing for maintenance weeding based on CBB activity and relevant AMMs.

e. Locating Nests. If CBB are detected during pre-work surveys or monitoring, then the Qualified Biologist shall make every effort to locate nests in the Project Area.

f. Nest Buffer. If active CBB nests are detected, the Qualified Biologist shall establish protective avoidance buffers around the nest(s). The buffer shall ensure protection of any existing floral resources around the nest and observed flight corridors as determined by the Qualified Biologist. At a minimum, the buffer should provide at least (i) 50 feet of clearance around nest entrances for hand weed control techniques with non-motorized hand tools, or for the targeted foliar application of grass-specific herbicides that are approved for use in the habitat restoration plan, and (ii) 100 feet of clearance around nest entrances for habitat restoration activities that involve motorized tools, ground disturbance, the use of

vehicles or mechanical tracked equipment, or the use of herbicides applied according to a CDFW approved Pesticide Use Plan. The protective avoidance nest buffer may be adjusted as determined by the Qualified Biologist depending on the locations of the floral resources and flight corridors and using the most current and commonly accepted science and published guidance. Work shall not occur within the protective avoidance nest buffers until the colony is no longer active (i.e., no bees are seen flying in or out of the nest for three consecutive days), as determined by the Qualified Biologist. Restoration activities may occur within the 50 to 100-ft nest buffer only if actively monitored by the Qualified Biologist. The Qualified Biologist will observe and assess the behavior of the CBB, including the frequency of entering and exiting the nest, both before and during work. If CBB exhibits significant changes in behavior indicating stress or avoidance during work, then the Qualified Biologist shall stop all work within the buffer zone and consult with CDFW on how to proceed.

g. Reporting. All survey and monitoring findings shall be included in the annual performance monitoring reports for the Project.

AMM-5. Timing of Weed Control. To avoid potential impacts to CBB, weed control shall be timed prior to flowering of weed species that are potential food sources during project weed management activities to the extent possible. And after at least two full years of site preparation and the installation of the native seed mix in a restoration area has occurred per the habitat restoration plan (Land IQ 2024), weeding shall be done primarily by hand pulling or cutting and be timed to occur prior to flowering of the species to be weeded, when feasible.

AMM-6. Use of Grass-Specific Herbicide. The use of post-emergent, grass-specific, bee safe herbicides identified in the habitat restoration plan (Land IQ 2024) are allowed to control nonnative grasses during the site preparation phase (i.e., consistent weed management following the grow-and-kill techniques prior to installation of the native seed mix). Pre-emergent herbicides are not allowed because they may also impact newly germinated native species, hindering natural recruitment or seed mix establishment. This selective approach ensures that herbicides target only intended nonnative grass species while preserving non-target plants, minimizing potential harm to CBB, and safeguarding other pollinator species. Additionally, this approach avoids adverse impacts on plants that offer floral resources to CBB. Only one grass-specific herbicide is allowed, active ingredient fluazifop-p-butyl (e.g., Fusilade®) for foliar applications, following label-recommended rates, to treat nonnative grasses. This herbicide is listed as Green Level III on the University of California's Division of Agriculture and Natural Resources statewide Integrated Pest Management (UC IPM) database, indicating minimal toxicity to bees and requiring no bee-related precautions

(UC IPM database; accessed on January 14, 2025). The residual life of herbicides in soil varies by product and can persist from several months to several years before breaking down into inert compounds. Fluazifop-p-butyl exhibits no soil activity (DiTomaso et al. 2013). Other herbicides for nonnative broadleaf weeds (e.g., thistles and mustards) may be controlled according to a CDFW approved Pesticide Use Plan.

AMM-7. Pesticide Use Plan. The grass-specific herbicide, active ingredient fluazifop-p-butyl, is approved for use during the site preparation phase of the Project prior to installation of the native seed mix. If alternative herbicide products are recommended for weed control during the site preparation phase, the City shall submit a "Pesticide Use Plan to Avoid and Minimize Impacts to Crotch's Bumble Bee" (Pesticide Use Plan) to CDFW for approval before use within the Project area. The Pesticide Use Plan will outline best management practices to avoid and minimize negative impacts to CBB and their habitat, following guidance provided by the Xerces Society, the California Department of Pesticide Regulation, and the UC IPM practices to protect bees. Chemicals known to be toxic to bees shall be avoided (e.g., glyphosate), and applications will be conducted outside the flowering periods of known CBB floral resources and CBB active periods (February 1 through October 31) as much as possible. The Pesticide Use Plan shall include a requirement for the City to maintain records of herbicide applications, including invasive plant species treated, location and area treated, products used, application rate, application volume, and application method.

AMM-8. Insecticide and Soil Fumigant Restriction. The use of insecticides or soil fumigants are prohibited in Fairview Park to avoid the harm caused to non-target wildlife, including CBB. Only insecticides or soil fumigants approved for use in writing by CDFW, with minimal impact on non-target wildlife, may be used.

Avoidance and Minimization Measures for Burrowing Owl

BUOW are not known to nest at Fairview Park; therefore, no impacts to active nests of this species are anticipated. Per Species Protection Measure BIO-11 in the Habitat Restoration Plan, pre-work breeding/nesting bird surveys will be conducted by a Qualified Biologist during the bird nesting season (February 15 to August 31). In the unlikely event that nesting BUOW are discovered, the City shall immediately notify and consult with CDFW and adhere to recommendations for active nest buffers as specified by CDFW, and follow Measure BIO-12, Work Restrictions Near Active Nests, to ensure their protection.

For any overwintering BUOW that may be affected by Project activities near occupied winter burrows, the following Avoidance and Minimization Measures (AMMs) will be put in place to prevent potential impacts.

AMM-9. Pre-work Surveys. To avoid disturbance to BUOW during their non-breeding season, the following pre-work survey and avoidance measures shall be implemented from October 1 to March 31.

a. Survey Guidelines. Two pre-work surveys shall be conducted by the Qualified Biologist within 14 days before work begins, at least 4 days apart, and with the second survey no more than 2 days prior to starting work activities. Surveys shall cover all work areas containing suitable BUOW habitat. In the event of a delay in Project activities leaving the site undisturbed for over 14 days, pre-work surveys must be repeated to confirm that BUOW have not established themselves in the Project Area. If pre-work surveys indicate BUOW absence, Project activities may proceed without additional measures.

b. Burrow Buffer. Upon BUOW detection, a protective avoidance buffer shall be established around their burrow in consultation with CDFW: 100 feet for low disturbance activities (e.g., hand tool use) or 300 feet for high disturbance activities (e.g., heavy equipment operation). Once the Qualified Biologist has confirmed that the BUOW has left the burrow for the season, then Project activities within the buffer area may resume.

c. Monitoring. Once the buffer is established, the Qualified Biologist will monitor Project activities occurring near the avoidance buffer for signs of adverse effects, including distress/disturbance, as needed. If adverse effects are detected, the Qualified Biologist will have the authority to stop any activity per AMM-2.

d. Reporting. All survey and monitoring findings shall be included in the annual performance monitoring reports for the Project.

AMM-10. Rodenticide Restriction. The use of rodenticides is prohibited in Fairview Park to avoid the harm caused to non-target wildlife, including BUOW. Only rodenticides approved for use in writing by CDFW, with minimal impact on non-target wildlife, may be used.

Conclusion

The measures included in the IS/MND, as further elucidated in this addendum, will minimize impacts to CBB and BUOW, and no significant impacts to these species are expected as a result of the implementation of the proposed Coastal Sage Scrub and Flower Fields Habitat Restoration Project, which will ultimately provide ecological uplift to habitat for these species in Fairview Park.

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APPENDIX B

SAMPLE PROFESSIONAL SERVICES AGREEMENT

APPENDIX C

FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

EXHIBIT B

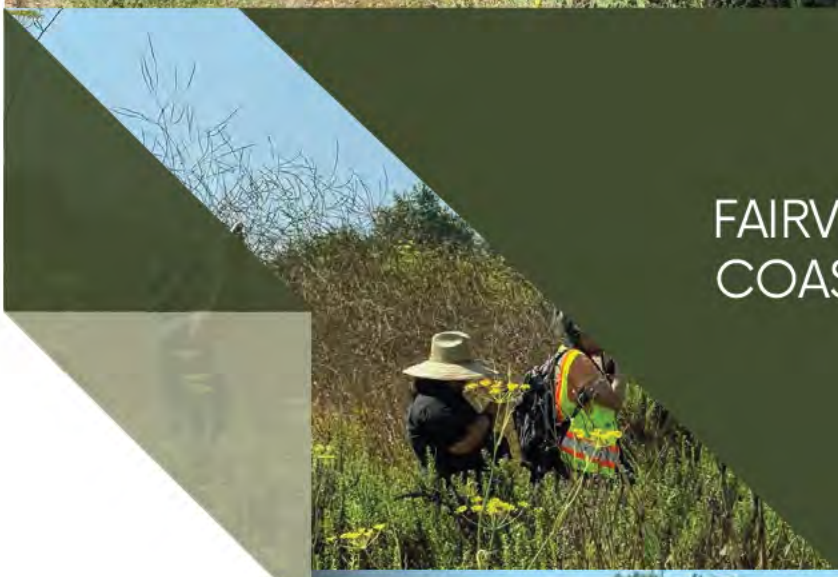
CONSULTANT'S PROPOSAL

Endemic Environmental Services

Oct. 8th, 2024

Ph: **714.869.6687**
www.endemicenvironmental.net





CITY OF COSTA MESA

FAIRVIEW PARK MESA RESTORATION: COASTAL SAGE AND FLOWER FIELDS HABITAT RESTORATION AND MONITORING PLAN IMPLEMENTATION



SUBMITTED TO:
City of Costa Mesa

SUBMITTED BY:
Endemic Environmental Services Inc.



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Cover Transmittal Letter

110 East Wilshire Avenue, Suite 305, Fullerton, CA 92832
Tel: 714.869.6687

October 8th, 2024

City of Costa Mesa

Subject: Fairview Park Mesa Restoration: Coastal Sage and Flower Fields Habitat Restoration and Monitoring Plan Implementation

Endemic Environmental Services (Endemic) is a certified Disadvantaged Business Enterprise (DBE) and is pleased to submit this proposal to be your biological maintenance, monitoring, and management services consultant. Our habitat restoration office is located at 3001 Redhill Ave., Suite 107, Costa Mesa, CA 92626, with our /HQ office located at 110 E. Wilshire Ave., Suite 305, Fullerton, CA 92832. We bring a high level of in-depth understanding and decadal-long experience to offer the City of Costa Mesa (City) the following advantages and benefits:

Understanding the Scope of Work.
Endemic understands and can provide the required services outlined in this proposal. Endemic has served for the past 15 years as an on-call consultant, habitat restoration, and principal conservation research entity for Fairview Park (FVP). We have developed a keen understanding of the tasks, deliverables, and expectations associated with this RFP. We have built an integrated team of professionals dedicated to specifically addressing the unique needs and services of Fairview Park. We stay current on local environmental issues and address any community concerns through outreach, documentation, and compliance. We support the City's environmental compliance with local, state, and federal regulations regarding the protection of endangered species, threatened species, species of special concern, and other habitats.

On-Call Biologists with Local Experience.
We will work seamlessly with the City Parks staff to produce the required biological monitoring/oversight of general environmental conditions at FVP, coordinate with City staff, and take care of FVP sensitive and native habitat areas. We have performed services identified in the Scope of Work that include:

- Sensitive/Protected Habitat and Species Assessment
- Irrigation design and installation
- Habitat restoration strategy, management, and monitoring
- Special Species Protection Plan
- Pest control, herbicide recommendations, and application
- Maintenance services for invasive species
- Restoration plan, plant palette, and vegetation mapping
- Design and implementation of an Integrated Pest Management including all restoration techniques and strategies
- Wildlife and Habitat Educational Training, including the development of FVP wetlands database
- Habitat Restoration and Plantings through hydroseeding, broadcast and container plants.
- Landscape Maintenance and Tree Protection Services
- Mitigation measures compliance, including surveillance for vandalism and trespassing
- Data Collection/evaluation and preparation of special reports to be submitted to regulatory agencies and council members

Highly Qualified Project Team.
We have evaluated your project needs and have assembled a team of in-house biologists, trained restoration specialists, and permitting staff to address the needs of FVP. Our staff has worked at FVP for many years and has worked with all sensitive species that are known to occur there. We also have the state and federal permits and approvals to work with these species. We have partnered with Cogstone Resource Management, which has served as your on-call Archaeological and Native American monitor for several projects. We also utilize new technologies, including drones (UAV), to support the surveillance of vandalism and trespassing at FVP. We feel that our team can address the complex issues through the analysis of your project and by developing practical solutions to address the current issues of concern.

Cost-effective and Efficient staff.
We have extensive local and regional experience in similar projects to the scope of your project. Given that our staff has worked at FVP for 15 years, we have developed long-standing relationships with local stakeholders, city staff, and vendors, allowing us to obtain resources quickly and efficiently. Moreover, we are a local business in the City of Costa Mesa with an office within 5 miles of FVP. Bringing our institutional knowledge and network.

The Expertise to Develop Innovative Solutions. We have the in-house knowledge and expertise to complete your project, provide clear deliverables and restoration results, develop recommendations, create innovative solutions, and prescribe appropriate remedial measures to address the current site conditions. We understand your goal to restore 15.35 acres of habitat, called the Fairview Park Coastal Sage Scrub and Flower Fields Habitat Restoration and Enhancement Project. At Fairview Park, I, Barry Nerhus, have spearheaded two large-scale habitat mitigation projects covering over 20 acres, successfully restoring ecological function and bringing back key species such as the California gnatcatcher (CAGN) and the least Bell's vireo (LBVI). Additionally, I have led community-based restoration efforts covering 4 to 5 acres, furthering the park's ecological recovery. Over the past 15 years, I have developed deep institutional knowledge of Fairview Park, overseeing the restoration of 25% of its habitat, managing various components like vernal pools and native bunchgrass, and supporting the city through emergency projects. We have implemented innovative technology, such as a drone program equipped with a thermal camera, to enhance park monitoring, improve safety for law enforcement, and protect the area from vandalism and environmental hazards. I have also led multiple emergency projects, including bluff erosion control, vernal pool restoration, and mosquito abatement efforts. As the Founder and President of Endemic, I hold an MS in Biology and teach at the University of California, Irvine. I also have several certificates and licenses from the California Department of Fish and Wildlife (CDFW) and US Fish and Wildlife Services (USFWS). I am a Certified Ecological Restoration Practitioner (CERP) from the Society for Ecological Restoration. I am certified as a Qualified Stormwater Protection Designer/Practitioner (QSD/P). I have managed numerous biological monitoring and habitat restoration projects, conducted biological surveys, and produced reports for more than 15 years of my career. I am authorized to negotiate with the City on Endemic's behalf and submit this proposal on its behalf. If you have any questions, please contact me at 714-393-6294 or bnerhus@Endemicenvironmental.net.

We have submitted a cost proposal as a separate file. Our cost will be valid for a minimum of 180 days following submission.

Sincerely,
Barry Nerhus, M.S., CERP, QSD
President/CEO

Background and Project Summary

Fairview Park is the City's largest park, hosting 195 acres of natural open space area and 13 acres of passive parkland for a total of 208 acres. Within the 195 acres of open space, there are two Native American Nationally Registered Historic Sites and five different habitat ecosystems, which are home to many rare and endangered plant and animal species. These sensitive habitats require local, state, and federal regulatory compliance for protection and preservation. FVP also offers users multiple passive recreational opportunities such as picnicking, wildlife viewing, and more than seven miles of trails for walking or bicycling. The City's management of Fairview Park requires finding a balance between the protected habitats and public uses.

Endemic understands that the Parks & Community Services Department of the City has three primary goals consistent with habitat recommendations for the current Fairview Park Master Plan Update to satisfy outstanding commitments of habitat restoration for the OCTA Project.

- **Goal 1:** Restore a total of 9.5 acres of suitable habitat in Fairview Park.
- **Goal 2:** Voluntarily implement an additional 5.85 acres of habitat restoration, habitat enhancement, and weed management buffer.
- **Goal 3:** Protect biological and cultural resources during the project implementation.

We understand the need for Restoration Ecologists to oversee the project and implement monitoring protocols to evaluate project performance and success. Our team has successfully installed, monitored, and achieved success criteria requirements for CSS, wildflower (forb land), and wetland restoration projects of several acres within Orange County. The Endemic Biological and Restoration team has experience designing, constructing, operating, and maintaining an above-ground temporary irrigation system and an operator to provide hydroseeding services. The combination of our in-house services will be beneficial for the timely delivery of this project.

Other essential components of the project include an understanding of the biological resources, an evaluation of archeological values, the vegetation composition, and an understanding of the habitat mitigation/revegetation components of the project.

Endemic has a strong background in open space and native habitat park management and maintenance. The management requires strong knowledge of the various habitat types and experience/qualifications with biological regulations for species of special concern (including San Diego and Riverside fairy shrimp, Crotch's bumblebee, Burrowing Owl, California gnatcatcher, least Bells' Vireo, and numerous protected plant species).

We understand that achieving project goals and objectives is very important to demonstrate success and sustainability to the stakeholders and agencies that participated and helped fund this project. Our analysis and design solutions will consider all site and environmental conditions so that the solutions reached are the least environmentally impactful and will comply with the jurisdictional and resource agency permit requirements and expectations.

Method of Approach

Implementation Plan

Over the last 15 years, the Endemic Project Team has developed a successful implementation plan for managing the natural resources at Fairview Park. These methods include a streamlined chain of command with our internal team that quickly and frequently communicates with the City staff through the appropriate channels so that pertinent information is distributed effectively to ensure that the Park is managed in a responsible and effective manner. Due to the environmental sensitivity of FVP, Endemic uses staff with 4-12 years of experience working at Fairview Park with City staff and the community. Our approach integrates Project Management Plans (PMPs), detailed schedules, budget controls, and a frequently updated Priority Task List that delegates the specific work tasks outlined to complete the Scope of Work. The Gantt Chart provided in Section 3 breaks down our work methodology into tasks, task owner, duration, and timeline to ensure that each objective is met.

Our Project Management Team conducts bi-weekly Site Inspections, coordinates with the Endemic Field Crew, and documents the progress of these restoration areas and the biological services described in this RFP. Endemic is aware and capable of delivering the requirements for this project, such as annual reports for OCTA, Biological Constraint surveys, and monitoring reports. These reports include biological surveys, photo points, species lists, container plant survivorship, vegetation management and maintenance, trespassing surveillance, and overall habitat health and assessment. Photo documentation and two-way communications ensure that services such as the cattail and algae removal, weir clearing, and wetland inspections are documented on a daily basis. Endemic has a strong team of Biologists with experience in data collection, mapping and vegetation transects, which will be included in Annual reports in order to track progress for the Final project year report.

Endemic appreciates the multiplicity of stakeholders that utilize Fairview Park, from casual hikers and bike riders to active organizations like the Sea & Sage Audubon Society. We manage stakeholder priorities to maintain a balance between stakeholder interests and ensure that all parties' needs are met.

The Endemic Field Crew understands that they act as representatives of the City and greater Costa Mesa community, and accordingly, while in the field, we maintain friendly communal interactions with all stakeholders. Endemic treats all public concerns as a top priority. We work hard to ensure that park stakeholders feel heard and supported. Endemic also attends the Fairview Park Steering Committee Meetings, when requested, and delivers presentations to committees, staff, and the community on the overall health and general information about Fairview Park. Endemic also works in conjunction with the Institute for Conservation Research and Education (ICRE) to host environmental outreach events and provide accessible environmental education for volunteers, community members, and participants of all ages.

Endemic will provide clear and timely deliverables, attend necessary committee meetings (upon request), and ensure that all pertinent City staff are updated and aware of any challenges that may be foreseen for Fairview Park. The Project Management Team monitors the progress of all biological services and tasks and understands the complex seasonal shifts in priorities throughout the park for any given year. Endemic intends to use our highly experienced and knowledgeable team to manage the Park with the intimate detail that has been developed over the many years of work at the park.

By training our team in a variety of fields, from irrigation installation to native plant identification and nesting bird surveying, we internally build the skills of our field crews to support all services that are required for the biological responsibilities at Fairview Park. Our team integrates cutting-edge technologies to facilitate real-time communications and high-quality documentation. For example, the Endemic Environmental Drone Team can now use its drone technology for wildlife surveillance (i.e., bird nests, coyotes), vegetation mapping, and trespassing (i.e., illegal fishing, trespassing encampments) to gather and report information that allows the Park and City to manage wildlife and maintain public safety for the Public use of the park and compliance with environmental laws and regulations.

Scope of Work

a. ***Meeting and Mapping*** - Prior to any habitat restoration work being implemented, the Endemic team will meet with the City on site and verify the exact site boundaries to ensure that the acreages are accounted for that satisfy the OCTA's mitigation requirement for both coastal sage scrub and flowerfield (grassland) habitats. Once this is verified, Endemic will demarcate the boundaries so that temporary project fencing is installed at the appropriate location. Endemic will provide a GIS Map and shapefile data with boundaries and acreage. We will use this map as a living map to document biological and cultural resources that the City will have access to throughout the duration of the project. Endemic will also coordinate and confirm the work plan schedule with the City (i.e., planting schedule, avoiding City event schedule, etc.)

b. ***Biological Surveys*** - Prior to implementation, biological surveys will be conducted to determine the current presence or absence of wildlife (i.e., burrowing owl, Crotch's bumblebee, California gnatcatcher, etc.). During these surveys, native habitats will also be mapped and documented within the project area. Endemic will also map small mammal burrows as they are essential habitat for burrowing owls and Crotch's bumblebee. The data will be added as a layer on the Project GIS Map and be updated over the duration of the Project. A report of findings will be prepared and delivered to the City with recommendations to maintain compliance with sensitive species regulations (if any).

c. ***Fence and Sign Installation*** - After the biological surveys have been conducted and reports delivered, the restoration field crew will install the temporary fence and temporary signs describing the Project. The field crew will install fencing using the exact method and material that was previously used on-site by the City and our field team. Once the fence is installed, Endemic will verify with the City that all acreages are encompassed and accounted for. All ground disturbance will be monitored by our approved archaeologist, Native American monitor, and wildlife biologist.

d. ***De-thatchment*** - Once the project site is delineated, resources are flagged, and biological surveys have been submitted, Endemic will de-thatch the site using the appropriate mowing equipment based on the biological survey results. Our team is experienced working at Fairview Park with sensitive species and has several methods of removing thatch while minimizing impacts to native species and habitat. The thatch material will be removed offsite. Our sub-consultant cultural resource monitor will be onsite during the initial dethatching event to monitor the soil for any artifacts or culturally significant material.

e. ***Irrigation Installation*** - Once the site is de-thatched, Endemic will install temporary above-ground irrigation. Endemic has used the existing water from the eagle scout project and the parking lot grass area. If this water is inaccessible or has pressure issues, Endemic will ensure that the site is designed for remote irrigation as a contingent plan. Endemic will perform a coverage test to ensure that 100% of the area is receiving water.

f. ***Grow-kill Cycle*** - Based on the current conditions and biological resources, Endemic may perform a grow-kill cycle to reduce any high-dense weed areas, if needed.

g. ***Native Plant Container Stock Inspection and Implementation*** - The ecologist will inspect any and all native plants delivered to ensure the quality of the container stock is healthy, and species/quantities match the plant palette and order. Container stock will be planted by excavating holes appropriate to the container's size (depth and width) (i.e., 1 gallon, 5 gallon). Our biologist will be onsite to ensure that all plants are installed appropriately and that any sensitive wildlife is monitored during this activity. Our sub-consultant cultural resource monitor will be onsite during planting to monitor the soil for artifacts or culturally significant material.

h. ***Hydroseed implementation.*** Once all the native plant container stock is installed, Endemic will use our T120 Finn Hydrospreader that meets the specifications for "Green Book" Standard Specifications of hydroseeding to apply the approved hydroseed mix from the habitat restoration plan. Endemic will ensure that 100% coverage of hydroseed is applied to the site.

i. **Maintenance (Watering and Weeding) Schedule** - Once the site has been planted and sprayed. The Endemic field crew will initiate watering the following day of planting completion. No persons will walk on the site for 1 week (to the maximum extent practicable) so that the seed can be watered into the soil and germinate. Watering will initially be scheduled 3 days per week and be adjusted based on soil moisture and weather conditions (i.e., rain or drought). During the watering visits, the field team will inspect the site for any sign of germination. Once plant germination occurs, our team, led by our ecologist, will identify any native or weed species and begin weeding activities. Endemic has already authored a weed plant guide for Fairview Park that our team will reference. The weeding schedule will be based on the weed conditions with the aim of removing weeds before flowering to prevent further seed bank additions.

j. **Biological Monitoring and Reporting Schedule -** Our restoration ecologist will monitor the site monthly for the first year and quarterly for years 2-8 (if necessary). These monitor visits will track the progress of the plant community, establishing and meeting the success criteria described in the habitat restoration plan. The monitoring will consist of taking photos at specific photo points, inspecting the site for weed coverage, vandalism, trespassing, wildlife usage, native plant establishment, and coverage. A report will be prepared and submitted to the City to document progress and any recommended adaptations. An annual report will be prepared and delivered with a summary of activities, annual progress, and data to assess that the site meets the appropriate success criteria.

k. **Report Deliverables and Schedule** - Endemic will provide monthly, quarterly, and annual reports to the City based on the schedule of the habitat restoration plan. The annual reports will contain quantitatively analyzed data to compare to current success criteria milestones.

SCOPE OF WORK

Task 1. Task Management and Communication

- Task Management and Communication with Client.
- Cogstone's key staff will attend one 1-hour virtual project kick-off meeting, if requested.

Task 2. Pre-Construction Tasks

- Cogstone will draft Native American Monitoring agreements with a maximum of six Tribes. We assume the Kizh Nation will contract directly with the City.

Task 3. Fieldwork

- Cogstone will provide an archaeologist to monitor during ground disturbing activities for the Project. We have included an initial estimate of 20 8-hour days of monitoring for the Project. Should additional monitoring be needed, it will be billed at the Daily Rate which is $943.40 for a full day (8 hours) or $498.50 for a half day (4 hours). California law requires a 4-hour minimum. Cogstone will charge the 4-hour minimum for all cancellations with less than 24 hours' notice.
- Cogstone will coordinate and schedule Native American monitoring on a rotating basis with six Tribes. We assume the Kizh Nation will contract directly with the City. We have included an initial estimate of 20 8-hour days of Native American monitoring for the Project. Should additional Native American monitoring be needed, a change order will be required. Cogstone will collect and review the Native American monitoring dailies and submit them to the Client/City.
- We assume a maximum of two previously recorded archaeological sites (CA-ORA-58, CA-ORA-506) will require updating on California Department of Parks and Recreation 523 (DPR 523) forms.

Task 4. Deliverables

- Cogstone's key staff will prepare a Cultural Resources Monitoring Compliance Report. The report will summarize the construction work completed, monitoring procedures, site protection efforts, all cultural resource findings, provide recommendations as applicable, and name archaeological staff.
- Cogstone will respond to two rounds of comments and prepare the final report.
- The final report and shapefiles will be sent to the South Central Coastal Information Center (SCCIC).

NOTES AND ASSUMPTIONS

Cogstone's key staff will attend one 1-hour virtual project kick-off meeting, if requested. If attendance at additional meetings is required, then it will be billed separately at a time-and-materials rate plus expenses. We assume Cogstone will subcontract with a maximum of six Tribes to provide Native American monitoring. Further, we assume the Kizh Nation will contract directly with the City. If Cogstone subcontracts Native American monitoring the payment terms will be Net 30. We have included an initial estimate of 20 8-hour days of cultural resources and Native American monitoring for the Project. Should additional cultural resources monitoring be needed, it will be billed at the Daily Rate which is $943.40 for a full day (8 hours) or $498.50 for a half day (4 hours). If additional Native American monitoring is needed, a change order will be required. California law requires a 4-hour minimum. Cogstone will charge the 4-hour minimum for all cancellations with less than 24 hours' notice. We assume a maximum of two archaeological sites will require updating on DPR 523 forms. If artifacts are identified during monitoring a change order will be required. Two rounds of response to comments and final report are included. Changes in scope will require a change order.

Endemic Environmental Services

WORK BREAKDOWN STRUCTURE WITH GANTT CHART: Project Management Plan

Legend

R = Required

O = Optional

BW = Every Two Weeks

M = Monthly

PROJECT TITLE	Fairview Park Coastal Sage and Flower Fields Habitat Restoration and Monitoring Plan Implementation
PROJECT MANAGERS	Barry Nerhus (Principal), Luma Fowler (Director), Josh Ball (Restoration Manager)
COMPANY NAME	Endemic Environmental Services (EES)

		2025				2026				2027				2028				2029				2030				2031				2032			
WBS NUMBER	**Activity**	Weed Mgmt & Container Plant Establishment Year 1				Weed Mgmt & Container Plant Establishment Year 2				Performance Monitoring Year 1				Performance Monitoring Year 2				Performance Monitoring Year 3				Performance Monitoring Year 4				Performance Monitoring Year 5				Performance Monitoring Year 6 (if needed)			
		W	S	Su	F	W	S	Su	F	W	S	Su	F	W	S	Su	F	W	S	Su	F	W	S	Su	F	W	S	Su	F	W	S	Su	F
1	**Site Protection, Initial Dispatch, Cultural Resource Protection Monitoring, and Temporary Irriaation**																																
1.1	Install Temporary Post and Rope Fence & Signage	R																															
1.2	Weed Detaching Event & Cultural Resource Protection Monitorina	R																															
1.3	Install Temporary Irrigation System (Areas 1,2 &4)	R																															
2	**Native Revegation Buffer (Area 4) and Drainin Area 1 Container Planting, Irrigaion, & Maintenance**																																
2.1	Dig Container Planting Basins & Cultural Resource Protection Monitorina	R																															
2.2	Install Nursery Grown Container Plants in Area 4 & Select Drainages in Area 1	R																															
2.3	Supplental Irrigation of Container Plants	R	R	R	R	O	O	O	O																								
2.4	Hand Weeding of Container Planting Basins	R	R	R	R	R	R	R	R	O	O	O	O																				
3	**Weed Management Buffer (Area 5) Weed Maintenance**																																
3.1	Manage Weed Management Buffer (Area 5): Mow or line trim, as needed to prevent seed set	R	R	R	O	R	R	R	O	R	R	R	O	R	R	R	O	R	R	R	O	R	R	R	O					R	R	R	O
3.2	High Priority Invasive Plant Control in All Areas, as Needed	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O					O	O	O	O
4	**Pre-Seed Installation Adaptive Weed Management**																																
4.1	Irrigated Grow-and-Kill in Areas 1 &2, and in adjacent Areas 3,4,6&7: Typically 1 or 2 Weeding Events per season, for a total of 4 to 8 events per year, for 2 years	R	R	R	R	R	R	R	R																								
4.2	High Priority Invasive Plant Control in All Areas, as Needed	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O					O	O	O	O

Endemic Environmental Services

WORK BREAKDOWN STRUCTURE WITH GANTT CHART: Project Management Plan

5	**Native Seed Collection & Installtation**																																
5.1	Special Collection of Native Seeds, Seed Bulking, & Commericial Seed Production	R	R	R	R	R	R	R	O																								
5.2	Hydroseed Installation in Area 1								R	O																							
5.3	Broadcast Seed and Cultipaccker for Good Soil-to-Seed Contact in Areas 2 & 5								R	O																							
5.4	Hand Seed Installation in Areas 3, 4, 6 & 7								R	O																							
6	**Maintenance After Seed Installation**																																
6.1	Supplemental Irrigation, As Needed in Winter, and Spring for 1 to 3 Years (No Irrigation in the Final 2 Years)								R	R			R	R																			
6.2	Hand Weed, As Needed: Areas 1, 2, 3, 4, 6 & 7																																
6.3	High Priority Invasive Plant Control in All Areas, as Needed								O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O					O	O	O	O
6.4	Remove All Temporary Irrigation (late Oct to Nov)																																R
6.5	Remove Temporary Fencing if Permanent Fencing or Other Site Protection Measures are in Place																																R
7	**Biological Monitoring and Reporting**																																
7.1	Crotch's Bumble Pre-Work Survey	R	R																														
7.2	Biological Surveys prior to restoration activity, as needed (e.g. nesting birds, Dec 1 and Aug 31)			R	R	O	R	R	O	R	R	R	O	R	R	O	R	R	R	R	O	R	R	O	R					O	O	O	O
7.3	Horticultural Monitoring of Weed Phenology & Native Plant Material Establishment			BW	BW	M	M	M	M	M	M	M	BW	BW	BW	BW	M	Q	M	M	Q	M	M	Q	O					Q	Q	O	O
7.4	Baseline Pre-Restoration Qualitative Monitoring (e.g. Photo Points, Veg Cover Estimates)	R	O	O																													
7.5	Spring Performance Qualitative Monitoring in All Areas (e.g. Photo Points, Veg Cover Estimates)						R				R				R				R				R								R		
7.6	Spring Performance Quantitive Monitoring in Areas 1 and 2 (Point-intercept Line Transects)																														R		
7.7	Annual Habitat Restoration Monitoring Report (Due to OCTA by March 15 of Following Year; Final Report (Due to OCTA by March 15 of Following Yearl Final Report aticipated by March 15, 2032				R				R				R				R				R				R								R

Specific Tasks with City Staff

Endemic will consult with City staff in order to ensure environmental compliance, establish maintenance priorities and community involvement. We will work with the City for specific task orders, budgets, and approvals as needed to properly complete all tasks listed in the Scope of Work.

Additional Innovative Services

As an experienced land management company, Endemic understands that special issues and challenges can arise when managing large open spaces. There are many known land management challenges, such as trespassing, litter, encampments, fires, and flooding. In order to effectively monitor and manage this, Endemic has an established Drone Aerial Surveillance Program that provides maximum efficiency, safety, and performance capabilities while increasing operation cost efficiency.

The Endemic Drone Team can provide continuous aerial imagery monitoring through pond surveys, channel inspections, trespasser reporting, and nesting bird updates. The drone surveillance documents seasonal changes in native vegetation establishment and nesting activity for migratory birds such as the white-faced ibis. Aerial vernal pool surveys and thermal surveys report any encampment activity, trespassers, graffiti, littering, fish die-offs, habitat destruction, and potential erosion concerns for areas that are not accessible by foot. The drone services can also provide aerial overwatch with thermal technology to allow first responders and maintenance crews to approach these areas safely and securely.

Flight logs, encampment mapping, and photo documentation synthesize this data will be sent to the City and local municipalities to coordinate clean-up efforts, vegetation maintenance, and wildlife protections throughout the wetlands. The drone surveys also provide coyote monitoring and management in order to keep the public safe while allowing this species to provide important top-down regulation for the surrounding ecosystem.

Endemic is also aware of emerging challenges with new species regulations that are developing within the resource agencies. The Crotch's bumblebee, for example, is becoming listed on the California State Endangered Species List. Our team proactively trained our staff and have received approvals to have Fairview Park become a designated survey area in order to prepare the City for future inquiries on the Crotch's Bumblebee issue. Given our statewide experience with this species and its presence on the project site, Endemic is prepared to navigate the City through the steps required to deliver the Project on time without delays and within budget.

City of Costa Mesa Hiring and Recruitment

Endemic is dedicated to supporting former City employees. Endemic and providing work for continued City services amidst these uncertain times. Endemic Staff come from a variety of diverse backgrounds and future recruitment or hiring will prioritize former City employees. We will happily consider any former City employees who have experience in the environmental field and interest in furthering their career with managing Fairview Park and its special biodiversity. Endemic values the internal experience and knowledge that City workers provide as part of our team. We are always receptive to new partnerships with the hiring process. We have hired City of Costa Mesa employees in the past and provided them with training and environmental education to strengthen the foundation of skills for our team. There are many ways to build these skills for those who express interest but do not have experience in the trade. Endemic hosts City and Community Outreach Events with ICRE such as Community Habitat Restoration Events, Wildlife Education Programs, and Park Tours for all aspiring biologists and restoration ecologists and for participants of all ages. Our CEO also teaches a Natural History of California Course at Saddleback Community College, which several City employees have attended.

Qualifications and Experience

Endemic is a renowned multidisciplinary environmental services firm that serves public and private sector clients. Endemic is a California S-Corporation established in 2011. Our main office is located at 110 E Wilshire Ave., Suite 305, Fullerton, CA 92832. Our restoration office is located at 3001 Red Hill Avenue. Building 6, Suite 107, Costa Mesa, CA 92656.

We have the following licenses and certifications:

> Endemic Environmental Services, INC.: Costa Mesa Business License: 55948, Federal ID: 45-2486277, California # C3382992, Certified DBE/Caltrans CUCP #46698, DGS SBE- Micro #1756634, DIR #1000035237, C-27 License #1048090, Pest Control Business License #46849

Endemic team members consistently apply their extensive scientific expertise, experience, initiative, and innovation to find practical solutions to natural resource management issues. We are specialized in Habitat Restoration, Mitigation, and Maintenance tasks and have worked within different ecosystems, including wetlands, riparian, creeks, waterways, and coastal sage scrub.

Barry Nerhus is the President of Endemic Environmental Services and founded the environmental consulting business in 2009. His vision is to conserve biological diversity, while providing innovative solutions for clients' projects. Endemic has been steadily building a reputation as a trusted, strong and versatile firm with team members who are highly qualified plus responsive to effective studies and reports in the environmental sector. For more than 15 years, Endemic has provided environmental consulting services for infrastructure development and habitat conservation projects. Our goal is to maintain a streamlined approach that focuses on natural resources and compliance with all environmental laws and regulations by both public agencies and private sector clients. Endemic's Biological Resource Team conducts wildlife surveys throughout each year to ensure that clients are compliant with regulations issued by CA DFWS, US FWS, and USACE to comply with CEQA and NEPA requirements.

Current and Previous Contracts

Fairview Park Wetlands Biological Monitoring and Riparian Habitat Restoration Project (2017-Ongoing)

Fairview Park (FVP) is the City of Costa Mesa's largest park, hosting 195 acres of natural open space area and 13 acres of passive parkland for a total of 208 acres. Within the 195 acres of open space, there are two Native American registered historic sites and five different habitat ecosystems, which are home to many rare and endangered plant and animal species. These sensitive habitats require local, state, and federal regulatory compliance for protection and preservation. The 50 acres of Fairview Park Wetlands and Riparian Habitat area includes a pond system, sensitive habitats, and endangered species that the City of Costa Mesa is contractually committed to maintaining in perpetuity. This site included the restoration of different habitats, i.e., wetlands, riparian, grassland, oak woodland, and coastal sage scrub communities. This combination of high biodiversity, fervent attention to detail, and the ability to maintain productive and open communication has led to a successful habitat where raptors, southern tarplant, California gnatcatchers, and other noteworthy species have begun to flourish.

Endemic has provided year-round biological oversight and maintenance for the Fairview Park Wetlands and Riparian Habitat. We wrote and submitted quarterly and annual reports on their work and the habitat conditions as part of the mitigation agreements for the City. We were responsible for this park's restoration design and implementation, plus maintenance and repairs through hydroseeding of three acres of grasslands and oak and two acres of tarplant. We have undertaken nesting birds' surveys, vernal pool restoration, and monitoring of pump station and channel flows for vector control.

Endemic has monitored the construction and restoration of six ponds and adjacent wetland habitats, including cowbird trapping and protection for California gnatcatchers. We submitted reports on cowbird trapping and species protection for the past five years. We created habitat that now hosts California gnatcatchers and least Bell's vireo, which we continue to manage presently.

Period of Performance, Value of Services, and Reference:

City of Costa Mesa, 77 Fair Drive, Costa Mesa, California 92626 Reference: Kelly Dalton, kelly.dalton@costamesaca.gov, 714-754-5135
Phases I and II Task Order: Fairview Park Habitat Restoration project (2017-2019); Phase III Task Order: Fairview Park Habitat Restoration and Wetland Management (includes Hydroseeding) project (2020-21); Phase IV Task Order: 4/2022-6/2025); TOs from 2017 - 21: $1.2 million; TOs from 2022-24: $595,000.

Prado Basin Sediment Demonstration Project for Habitat Restoration (2021)

OCWD owns 2,150 acres behind the Prado Dam within unincorporated Riverside County and is referred to as the Prado Basin. The agency operates and manages the 465-acre Prado Wetlands within the basin. In compliance with the Streambed Alteration Agreement with the California Department of Fish and Wildlife (CDFW), it implemented a Sediment Demonstration Project on a 14-acre site on the Santa Ana River, located approximately 1.3 miles upstream of the Prado Dam. Part of the project is a 20-acre dewatering and storage site with four acres planted in native riparian habitat for the potential impacts associated with annual operations of the Prado Wetlands. The project consists of two separate parcels, Site 1 and Site 2. Site 1 is a 4-acre plot located in the northeastern corner of the Pheasant Field. Site 2 is a 4-acre plot located east of Site 1 and just outside the Pheasant Field boundary. Site 1 was cleared of vegetation prior to planting with container plants and an irrigation system installation.

For Phase 1, Endemic implemented a native plant restoration project in the Prado Basin. We installed deep pole cuttings of Fremont's cottonwood (Populus fremontii), black willow (Salix gooddingii), and mulfat (Baccharis salicifolia) scattered throughout the site. We designed and installed an above-ground filtered drip irrigation system at Site 1. The system will supply each of the 4000 plants with 1 gallon of water within 2 hours. The main line is connected to a 5000-gallon water storage supplied by and placed by OCWD staff along the site's southern edge prior to planting. Cam locks were installed at the tank to accommodate a small trash pump used to run the system. Brass ball valves are installed and used to control the flow to each station. Two in-line filters (Rainbird) are installed above ground to help reduce clogging of the emitters. Endemic was responsible for the purchase of all irrigation system materials.

Endemic will also provide a 90-day Site Maintenance Period for Site 1. This includes keeping the site free of weeds, repairing irrigation, and watering for the first 30 days.

For Phase 2:
Natural resources management in the Prado Basin is an ongoing, required activity due to District commitments associated with water conservation at Prado Dam and Prado Wetlands operations and maintenance. Those activities include annual monitoring of listed and sensitive species, particularly the endangered least bells vireo and southwestern willow flycatcher; analysis of the effects of water level management for water conservation on these species; a trapping program for brown-headed cowbirds; control of non-native aquatic species; measures specific to the conservation of and habitat restoration for threatened Santa Ana suckers and other native fish species; restoration and monitoring of specific mitigation sites; management of District lands in the Basin in cooperation with the US Army Corps of Engineers and US Fish and Wildlife Service to maximize wildlife values on those lands; and the annual planting and care of 10,000 native mostly riparian plants.

The annual plantings are required for ongoing water conservation in the Prado Basin, among other measures, as described in Biological Opinion No. 1-6-99-F-75, dated February 10, 2000. This Opinion resulted from a formal Section 7 consultation between the US Army Corps of Engineers and the US Fish and Wildlife Service on the Prado Basin Water Conservation project.

Period of Performance, Value of Services, and Reference:
Orange County Water District, 14980 River Road, Corona, CA 92880
David McMichael, dmcmichael@ocwd.com, 714-378-8211
Period: 4/2021-10/21
Total Fees for Phase 1: $65,000 , Budget for Phase 2 Task Orders: $225, 000

Huttopia Paradise Springs Properties: Mitigation Project for Campground

The Site comprises 0.44 acres of riparian/wetland habitat and waters re-establishment, 0.05 acres of riparian/wetland revegetation, and 0.89 acres of existing riparian/wetland and waters enhancement. The project is to enhance, reestablish, and revegetate the existing riparian/wetlands habitat for the on-site mitigation of jurisdictional areas proposed to be impacted during the construction of the Phase I Red Rock Campground Improvement Project. The revegetation proposed in this Plan is anticipated to fulfill permit application commitments associated with the Regional Water Quality Control Board (RWQCB) Water Quality Certification (in process) and the California Department of Fish and Wildlife (CDFW) streambed alteration agreement.

A Habitat Mitigation and Monitoring Plan was developed to accomplish the mitigation obligations. It also contained a detailed maintenance and monitoring plan to ensure the project's success, allowing it to be self-sustaining. Beginning in April 2023, brush, branches, and non-native plant species were removed from the Site in preparation for grading, planting, and seeding. Non-native grasses such as Italian ryegrass (*Festuca perennis*), brome grasses (Bromus spp.), hare barley (*Hordeum murinum*), and other non-native forbs such as tansy mustard (*Descurainia sophia*), white goosefoot (*Chenopodium album*), and Russian thistle (*Salsola tragus*) were hand-removed and mowed with hedge trimmers. All removed plant materials were disposed of off-site. Any naturally occurring individuals of endemic riparian/wetland species found in the Site were identified and flagged before weed removal.

Following weed removal, native plants were installed to begin the reestablishment and enhancement process. White alder (*Alnus rhombifolia*), tarragon (*Artemisia dracunculus*), Fremont cottonwood (*Populus fremontii*), red willow (*Salix laevigata*), and cuttings of mulefat (*Baccharis salicifolia*) were installed through to handcast seeds.

The maintenance program includes the removal of trash, weed control, irrigation system maintenance, irrigation application rates, and schedules, and any remedial measures deemed necessary for the success of the mitigation effort (e.g., re-seeding and re-planting). These maintenance activities were conducted by a Restoration Specialist or under the guidance of a Restoration Specialist. A Restoration Specialist conducted annual technical monitoring by walking the entire revegetation area and making a qualitative, i.e., visual, assessment of the site. The qualitative assessments included: (1) photo documentation; (2) visual estimates of container planting survivorship and cover by native and non-native plants; (3) a complete list of plant and animal species observed; (4) general observations of plant health; and (5) observations of site hydrology.

Period of Performance, Value of Services, and Reference:

Huttopia Canada - USA

» Reference: Freddy Py, West Coast Regional Manager, (518) 694-1391

» Period: 10/2022 - 09/2023, Value of Services: $100,000.00

Southern Tarplant Enhancement Plan Solar Development Project - Joint Forces Training Base (JRTB) Los Alamitos - Orange County, California (July 2023 - present)

Endemic acted as the restoration manager, implementing, monitoring, and reporting on the southern tarplant enhancement project at the Joint Forces Training Base. The project's goal was to mitigate the original tarplant area impacted by the solar field construction project on the Base. Our scope included surveying the population of the rare and threatened tarplant species, communicating with the Training Base personnel, and proposing best management practices.

Endemic conducted nesting bird surveys at Los Alamitos Airfield Base to protect bird species and active nests from Installation construction and maintenance activities. In addition to conducting field surveys, we wrote and reviewed reports that summarize species observed, general construction activities, active nest locations, and management recommendations.

Endemic also participated in a variety of restoration activities, such as preparing plots for hydroseeding and hand casting, installing irrigation systems, and performing general weeding and maintenance activities. Additionally, we identified tarplant and determined appropriate restoration and management techniques to promote tarplant growth and population stability. Furthermore, Emma has experience conducting point-intercept transect surveys in tarplant restoration plots to gather data for further analysis.
Endemic also conducted breeding and nonbreeding surveys and habitat assessments for the burrowing owl at Los Alamitos Airfield Base. These surveys were conducted to identify and protect burrowing owl individuals and potential habitats impacted by construction activities associated with the Solar Development project.

Period of Performance, Value of Services, and Reference:

Wildlife Innovations

» Reference: Steven Jake Manley; 334-703-2946

» Period: 2022-2025 Value of Services: $121,350

PROJECT EXAMPLES

Fairview Park Master Plan Amendment Project, City of Costa Mesa, Orange County, CA. Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the project. The City of Costa Mesa proposed to expand the Fairview Park Master Plan to include restoration of the 208-acre park for continued passive use by the community and the natural habitats, as well as protect the cultural sites within the park boundaries. Cogstone's services included cultural and paleontological records searches, background research, a Sacred Lands File search from the Native American Heritage Commission (NAHC), and intensive pedestrian survey. A total of four cultural resources have been previously recorded within the park. These consist of two prehistoric archaeological sites, one multi-component archaeological site, and one historical archaeological site. The sites were revisited to assess damage to the resources caused by runoff, unauthorized "social" walking trails, vegetation clearing, and other disturbances. California Department of Parks and Recreation 523 (DPR 523) series site record updates were completed for the resources. Cogstone prepared a Cultural and Paleontological Resources Assessment report to document the findings. All work for the project was completed in compliance with the mitigation measures for the project and City of Costa Mesa General Plan policies. The City of Costa Mesa was the lead agency under the California Environmental Quality Act (CEQA). Sub to MIG. 2023-*ongoing*

Fairview Park West Bluff Investigation Project, City of Costa Mesa, Orange County, CA. Cogstone provided cultural resources services for the project which consisted of a geological investigation within the park. Exploratory test pits in ten separate locations were excavated to evaluate existing soil conditions and erosional features. Cogstone conducted cultural resources monitoring and facilitated Native American monitoring during excavation and prepared a Cultural Resources Monitoring Compliance Report at the conclusion of the project. The City of Costa Mesa was the lead agency under the California Environmental Quality Act (CEQA). Prime. 2024

Experience and Abilities

The Endemic team is committed to performing services that the City of Costa Mesa will procure through the task orders. For 15 years, we have served the City of Costa Mesa as a vendor, consultant, and contractor to meet necessary goals, requirements, and overall vision of managing natural resources throughout the City. During our current tenure, Endemic has managed over 30 acres of habitat restoration projects at Fairview Park, navigated the City through four successful emergency projects, and managed the natural resources with City, State, and Federal agency compliance with many stakeholders utilizing the park. Endemic has an industry-renowned strength in implementing field projects from planning, design, and permitting to implementation and final reporting. We ensure that the City of Costa Mesa projects progress forward through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests while achieving attainable goals. The Endemic Team is proud to be a part of the Fairview Park habitat restoration process, and it is an honor and privilege to be part of a larger solution of conserving and protecting biodiversity.

Habitat Restoration

Using our experience within Fairview Park and from regional restoration projects, Endemic will provide all the necessary tasks to meet the goals of establishing coastal sage scrub and forb land flower fields that meet the OCTA and habitat restoration plan. Our Principal Ecologist and CEO has worked at Fairview Park for 15 years on nearly all aspects of the natural resources management program, and the Endemic habitat restoration team has worked at Fairview Park for 14 years, including one of a few contractors to have previously hydroseeding onsite, our permitted wildlife biology team has worked there conducting California gnatcatcher and least Bell's vireo surveys, since they discovered the populations in 2014. We are also the first team to conduct CDFW-approved Crotch's bumblebee surveys. We have pioneered innovative approaches to managing the park, such as drone technologies and creating community-based habitat restoration events. Furthermore, our staff has all been previously approved by the resource agency to conduct all wildlife surveys and discuss any challenges that may arise with the agencies. Our cultural sub-consultant has also been a long-standing City of Costa Mesa consultant who will provide quality services to ensure the cultural resources are managed in compliance with environmental regulations.

Nesting Birds

Endemic Environmental Services conducts routine nesting bird surveys at Fairview Park to support habitat restoration and ensure compliance with the Migratory Bird Treaty Act and Fish and Game codes. Our biologists monitor nests of local, migratory, and sensitive species like yellow warblers, yellow-breasted chats, and least Bell's vireos, providing monthly reports to the City. We establish nest buffers, implement tree swallow nest boxes to aid species recovery and operate brown-headed cowbird traps to support endangered bird populations. Our permitted staff also conduct protocol surveys for California gnatcatchers, documenting the success of coastal sage scrub restoration efforts.

Crotch Bumblebees

In 2024, Endemic Environmental Services conducted Crotch's bumble bee photo-only surveys for 16.5 acres at Fairview Park during the colony's active period, following California Department of Fish and Wildlife (CDFW) guidelines for endangered bumble bee species. Our CDFW-approved biologists, alongside City personnel, carried out the surveys, supported by expert taxonomist Doug Yanega to ensure accurate species identification. Endemic documented five bumble bee species, including the Crotch's bumble bee and the vulnerable Sonoran bumble bee. The surveys included habitat assessments, and all data were compiled in a Report of Findings submitted to the City and CDFW.

Burrowing Owls

Burrowing owls are a key area of expertise for Endemic Environmental Services, with key staff members Barry Nerhus, Karly Moore, and Alex Eagleton bringing over 40 years of combined experience surveying various Southern California habitats. Endemic has conducted breeding and wintering burrowing owl surveys across multiple counties, including Orange County, where the wintering population faces significant challenges. Barry Nerhus holds a permit to capture and mark burrowing owls as part of an ongoing research study, using color bands and GPS transmitters to track their breeding locations. At Fairview Park, Endemic has been conducting wintering burrowing owl surveys for over nine years, mapping suitable burrows using ArcGIS and following CDFW Burrowing Owl Survey Protocols to assist with habitat management and minimization efforts.

Community Involvement and Contributions

At Endemic Environmental Services, our success is closely linked to the well-being of the communities we serve. Since our inception, we have been committed to community-based environmental initiatives in Costa Mesa, focusing on education, habitat restoration, and collaborative research. Our involvement in the Costa Mesa community has been reinforced through our support of a nonprofit organization, ICRE, established by our CEO, Barry Nerhus.

ICRE, the Institute for Conservation Research and Education, is a non-profit organization dedicated to environmental research and education, focusing on involving local communities in conservation efforts. Endemic has proudly sponsored ICRE since its inception, the main goal of which is the establishment of a long-term partnership with the City of Costa Mesa, specifically to engage the community in the management and restoration of Fairview Park. Through this partnership, Endemic and ICRE co-created the "2nd Saturdays" initiative, a monthly event featuring guided tours, natural history walks, and hands-on habitat restoration activities. This event draws residents from across Costa Mesa and surrounding areas, encouraging them to take an active role in restoring and preserving the natural beauty of Fairview Park. Through ICRE, Endemic Environmental has also worked closely with local schools to engage students in environmental science and field research. The program's expansion brought students from Estancia High School, Costa Mesa High School, and Huntington Beach High School to participate in fieldwork at Fairview Park as part of their AP Environmental Science curriculum. In recognition of our contributions, the Mesa Water District has partnered with us to sponsor an annual poster session where students present the results of their fieldwork. This event, held at the end of each school year, provides a platform for students to showcase their research and highlights the importance of community-driven conservation. This collaboration has increased environmental awareness among students and strengthened the link between education and conservation.

Our involvement in the community and the City of Costa Mesa extends to significant research initiatives that benefit both the community and the environment. For the past 10 years, Endemic Environmental has studied the wintering burrowing owl population at Fairview Park. Last year, we attached a transmitter to a burrowing owl in Fairview Park, which revealed that they breed in Oregon, marking the first known location of a breeding burrowing owl in Orange County history. Endemic has also collaborated with the California Native Plant Society to map rare plant populations in Fairview Park, further contributing to informed park management. We take pride in sponsoring and actively participating in professional societies such as the Southern California chapter of The Wildlife Society, helping to foster research and community engagement at a broader level. Through our support of local organizations, educational partnerships, and conservation research, we aim to promote environmental stewardship and contribute to the betterment of the community. Our initiatives in Fairview Park and beyond are a testament to our dedication to making a lasting, positive impact in Costa Mesa.

Financial Capacity

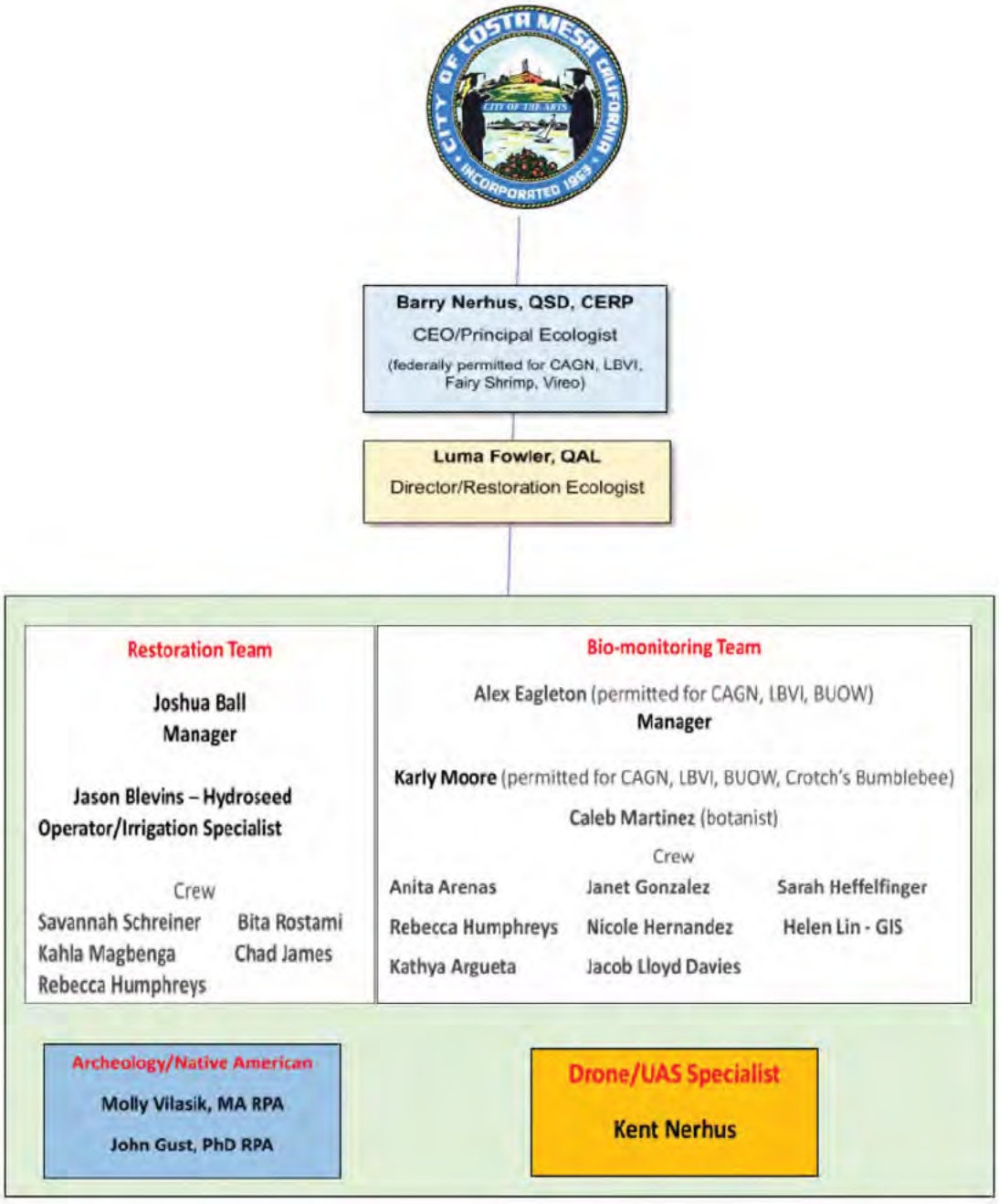
Endemic has the financial capability to perform the task orders to be released by the City under this contract. As shown by the Certificate of Insurance below, we are also fully insured, with the City of Costa Mesa listed as the owner.

Certificate of Liability Insurance is Provided on the Next Page

Key Personnel

The Endemic team consists of specialized experts in their respective fields. Our team members' full resumes are included in Appendix—Resumes.

Organization Chart



Appendices

Appendix A - Staff and Subconsultant Resumes

Appendix B - Sample Professional Service Agreement

Appendix C - Required Forms

BARRY NERHUS, CPESC, QSD/P, CERP

Principal Ecologist



Professional Summary

Barry Nerhus is a trusted and renowned Ecologist with over 19 years of experience in habitat restoration, wildlife studies, biological research, environmental assessment, contract management, and interagency coordination. Barry is trained in a broad range of natural resource disciplines, including biological surveys and monitoring, habitat restoration ecology, wetland science, botany, herpetology, and ornithology. He has been a trusted consultant and contractor for the City of Costa Mesa and the resource agencies for 15 years. As the CEO of Endemic, he leads the company's team in providing services that conserve biological diversity and restore habitat. Through his trusted work and career, Mr. Nerhus has developed an immense network of professionals that allows him to navigate through solutions many people would not have access to.

Relevant Experience

Education

» M.S., Biology, California State University, Long Beach, CA

» B.S., Biology, University of California, Irvine, CA

Certificates/Licenses

» Certified Stormwater Protection Practitioner and designer (QSP/D) #27735

» Certified Professional in erosion and Sediment Control #9658

» USFWS 10(a)(1)(A) Recovery Permit, TE74785A-2 for various species

» CDFW Scientific Collecting Permit, SC-010434, issued 3/2020 for various species

» Certified Ecological Restoration Practitioner #0742

» USACE Wetland Delineation Training Certificate Program

» C27 California Contractor's License for Landscape Contract Services #1087090

He holds a CDFW Scientific Collecting Permit (SC-010434) for a number of sensitive species. He also holds a USFWS Recovery Permit (TE 74785A-2). These permits give him independent authorization to work with **California gnatcatcher, burrowing owl, least Bell's vireo, fairy shrimp, southwestern pond turtle and birds of prey, all species pertinent to Fairview Park management.**

Professional Experience

On-call and Contracted Ecological Services for Fairview Park and Canyon Park, Costa Mesa (2009-present)

Principal Manager for contracted and on-call environmental services at the 208 acre Fairview Park and Canyon Park for the past 15 years. Mr. Nerhus conducts habitat restoration consulting, implementation, maintenance and reporting; wildlife surveys including California gnatcatcher, least Bell's vireo, avian nest surveys, vernal pool restoration; public meeting coordination; plant surveys, and plant guides. Mr. Nerhus has also managed the planting and hydroseeding on parts of Fairview Park to complete habitat restoration tasks. Barry designed, implemented, and now manages a restoration plan for a site at Fairview Park, Costa Mesa, CA, which was approved by the USFWS, CDFW, and OCTA. These projects include coastal sage scrub, needle bunch grassland, riparian, and wetland habitats. It includes a monitoring program to evaluate the project's overall health and success

Wildlife Innovations - Los Alamitos Joint Forces Training Base - Southern tarplant Mitigation (2022 - Present)

As Principal Ecologist, Mr. Nerhus is responsible for the design, implementation, and oversite related to the restoration project focused on the southern tarplant (*Centromadia parryi ssp. australis*). This project, which covers an area of approximately 2 acres with 63,100 Southern tarplants, involves multiple critical tasks to ensure the successful mitigation of this endangered species. Mr. Nerhus was hired to lead this effort based on his previous successful recovery of this species at 4 other populations, including Fairview Park in Costa Mesa and the LAX Airfield.

Irvine Ranch Water District, On-Call for Landscape/Habitat Restoration for San Joaquin Marsh and other sites (2019-ongoing)

Principal in charge for the Endemic restoration and biological team that supports the habitat restoration efforts and maintenance with ecological consulting services to Irvine Ranch Water District and Land Care (prime) for work areas including San Joaquin Marsh and 50 additional site locations. These services are performed on a daily basis. Mr. Nerhus provides insight on the design, consulting, and oversight of these sites that are primarily forb-land (wildflowers), grassland and wetland habitats. He has led design to implementation such as planting and hydroseeding to improve the function of these sites. These services also involve inspections to monitor management of invasive species and training Land Care personnel and prepare reports as deliverables.

Orange County Water District, Prado Basin Sediment Demonstration Riparian Restoration Project (2021-2022)

Mr. Nerhus led the design of irrigation, plant palette design and layout and quality control of the restoration of 8 acres of riparian habitat for the Orange County Water District (OCWD). The site had no access to a main water source. Mr. Nerhus designed and provided an onsite layout of a remote temporary irrigation system that provided adequate water within the Santa Ana River Flood Plain. This project successfully established 8 acres of riparian habitat that now has nesting federally listed least Bell's vireo nesting within the site.

City of Irvine, On-Call Environmental Services Open Space Management Project (2013-ongoing)

Project Manager to support the management of 50,000 acres of sensitive open space that has been conserved through conservation easements, endowments, and reserve space. The services have included avian nest surveys, non-native plant species mapping, invasive species management and agency coordination.

Ascon Southern Tarplant Restoration Project (2013-2015)

Barry managed, monitored, and maintained a 7-acre restoration project dedicated to the southern tarplant, an effort that addressed the environmental impact on a local natural population. His responsibilities included overseeing all aspects of the project, from planting and nurturing the southern tarplants to monitoring their growth and health. The primary goal of this initiative was to establish a thriving population of 200,000 southern tarplants, and Barry was committed to sustaining this population for at least three years. This effort not only contributed to the conservation of the species but also helped restore ecological balance in the area.

Project Manager, Paradise Springs Campground Project (2021-2023)

CDFW designated and Los Angeles County approved Biologist to implement all avoidance and minimization measures for bats, oaks, short-jointed beaver-tailed cactus, sensitive herpetofauna, mountain yellow-legged frogs, golden eagle, riparian mitigation, and nesting birds. Mr. Nerhus conducted the required pre construction surveys, Habitat mitigation and monitoring plan for short- jointed beavertail cactus, and riparian mitigation implementation and monitoring.

Luma Fowler, QAL

Restoration Director/Ecologist



Professional Summary

Luma Fowler is a Restoration Ecologist with 14 years of expertise in biological research, environmental assessment, wildlife studies, and construction monitoring. She excels in herbicide application, mitigation implementation, and inter-agency coordination. Over the past decade, Ms. Fowler has led and executed restoration projects across diverse habitats throughout the state. Her role includes conducting rare plant surveys, overseeing maintenance and monitoring, writing mitigation and restoration plans, and managing the restoration department at Endemic Environmental Services. She holds a Qualified Applicator License (QAL) for herbicide application and teaches Restoration Ecology at Chapman University, as well as the Bat Ecology and Sampling section in the UC Irvine Master's program in Conservation and Restoration Sciences.

Relevant Experience

Education

» MS, Environmetnal Science, Curtin University, Australia

» B.S., Biology, Centro Universatario Nove de Julho, Brazil

» Professor at Chapman University currently teaching Introduction to Restoration Ecology

Institute for Conservation, Research and Education
Education Director

» Luma Fowler is the Education Director with ICRE, she oversees the Ecological Field Research Program with local High Schools in Orange County, provides Biological consulting services, gives Bat walks and talks to the community in several location within Orange County and supervises administrative tasks within the organization.

Professional Experience

City of Costa Mesa - Field supervisor and Project Manager - On-call Consulting Services, Task Order for Fairview Park Restoration Project (2017-2023)

Project Manager for on-call environmental services for the past 6 years for Fairview Park Project. Luma has managed the landscaping and hydroseeding on parts of Fairview Park to complete habitat restoration tasks. Coordination with the field technician to complete tasks. Provide training for tools, equipment and invasive plant removal. Luma also wrote and reviewed annual reports for monitoring of Southern tarplant (*Centromadia parryi subsp. australis*), which is ranked 1B.1 rare plant by the California rare plant bank. While managing Fairview Park, Luma surveyed and trained Field Biologists while monitoring endangered species such as California Gnatcatchers and Least bell's vireo.

City of Irvine- Environmental Constraints Matrix and Vegetation Management- Irvine CA (2017- 2022)

Lead Biologist during preconstruction and vegetation removal monitoring. Field supervisor and manager during invasive plants survey and mapping. A matrix was reported to define environmentally sensitive areas around Irvine, California. Reports and geospatial mapping were then conducted to inform the City of Irvine for vegetation management.

Newport Bay Conservancy, Vegetation Management Project 2018-2022)

As the Restoration Director for on-call environmental services over the past 6 years, Luma has overseen a range of restoration projects at Newport Back Bay, ensuring that each project aligns with environmental best practices and conservation goals. Luma's responsibilities include coordinating closely with field technicians to manage daily operations, track progress, and address any on-site challenges that arise. This role requires meticulous attention to detail and effective communication to maintain workflow efficiency and project timelines. In addition to project management, Luma plays a crucial role in training and development. Luma provides comprehensive training sessions on the use and maintenance of specialized tools and equipment, ensuring that all team members are well-equipped to perform their tasks safely and effectively. Furthermore, Luma offers expert guidance on invasive plant removal techniques, sharing best practices to minimize environmental impact and promote native species restoration.

Huttopia Paradise Springs- Phase I Red Rock Campground Improvement Project - Valyermo, Mojave Desert - Los Angeles County. (2021-present)

Principal restoration Ecologist for mitigation site, oak tree permit and biological services within the project area. Overall supervision of the installation, maintenance, and monitoring of a mitigation site.

Landcare Landscape - Vegetation mapping and monitoring (2019-Present)

Restoration Ecologist for overseeing over 50 Natural Treatment systems sites in Orange County. Supervision and site inspections at wetlands, Coastal Sagre Scrub and grassland habitats during grow kill cycles, irrigation test inspections, writing restoration plans, plant palettes and planting design. Luma Fowler is responsible for writing memorandums of understanding for herbicide applications when working with the following species: Herb of Grace (*Bacopa monnieri*), artichoke thistle (*Cynaran cardunculus*), cattail (*Typha spp.*), bulrush (*Schoenoplectus californicus*), pampas grass (*Cortaderia selloana*), stinknet (*Oncosiphon pilulifer*).

Wildlife Innovations - Los Alamitos - Southern tarplant Mitigation (2022 - Present)

As the Restoration Director, Luma is responsible for the comprehensive management and supervision of all aspects related to the restoration project focused on the southern tarplant (Centromadia parryi ssp. australis). This project, which covers an area of approximately 2 acres with 63,100 Southern tarplants, involves multiple critical tasks to ensure the successful mitigation of this endangered species. Luma oversees site preparation, which includes clearing and preparing the land to create an optimal environment for the southern tarplants. Additionally, Luma manages the seed collection process, ensuring that high-quality seeds are gathered and stored properly. Luma is also in charge of the installation of plant materials, ensuring that the southern tarplants are planted in a manner that promotes their healthy growth and establishment. Temporary irrigation systems are set up and monitored under Luma's guidance to provide adequate water supply during critical periods of plant development. Throughout the project, Luma conducts continuous monitoring and assessment to track the progress and health of the southern tarplants. This involves regular site visits, data collection, and adjustments to management practices as needed to address any challenges that arise.

Irvine Ranch Water District- On-call Environmental services (2021 - Present)

Restoration Ecologist for On-call consulting services. Supervises and coordinates services including habitat restoration (maintenance, hydroseeding, planting, bird boxes monitoring, and training), biological monitoring, and nesting bird surveys in non-woody grass and forbland habitat.

Riverside County Department of Water Resources - Corona and Pedley (2023- Present) Principal Restoration Ecologist for mitigation site and biological services within the project area. Qualified Applicator License (QAL) in charge of any herbicide applications. The restoration team was trained by Luma on herbicide application and safety on species such as Arundo (*Arundo donax*), pampas grass (*Cortaderia selloana*), stinknet (*Oncosiphon pilulifer*) and Tamarisk (*Tamarix ramosissima)*. Overall supervision of the installation, maintenance, and monitoring of on site activities. While overseeing this project, Luma surveyed and trained Field Biologists while monitoring endangered species such as Least bell's vireo.

Professional Trainings and Certifications

CA QAL/QAC, Including Category B - Landscape Maintenance and Category F – Aquatic
Department of Pesticide Regulation - Calibration Techniques for Herbicide Application in Wildland and Non-Row Crop Applications (June 2024)
Bat Acoustics Workshop - The Wildlife Society 2019 (3 nights mist netting - 11 hours total handling bats)
Bat Ecology and Field Techniques – The Wildlife Society 2019 (2 nights mist netting - 7 hours total handling bats) Advanced Bat Acoustics: Master Class - The Western Section Expert Series - 2022 (3 nights mist netting - 11 hours total handling bats)
Bat Acoustics Identification Workshop - Vesper Bat detection services February 19-20,2022 Southwestern Desert Bats Workshop - Desert Studies center - September 25-27, 2023 (2 nights mist netting - 8 hours total handling bats)
Los Angeles National Forest Mist netting for NA Bat Monitoring Program - October 12th,2023 (4 hours handling bats) Cal IPC/ Department of Pesticide Regulation - Calibration training June 12, 2024. 8 hours. UC IPM PSEP (Pesticide Safety Education Program) - 8 hours - updated June 2024

KARLY MOORE

Biological Consultant



Professional Summary

Karly Moore has over 25 years' of experience conducting species specific surveys, wildlife inventories and research. She has worked on construction monitoring jobs for Southern California Edison, various cell tower companies, emergency road repairs, dredging, residential developments, Caltrans highway improvement and base wide infrastructure projects (housing, sewage treatment plants, water and sewer pipelines) for Marine Corps Camp Pendleton. Karly has extensive nest searching and nest monitoring experience. She is permitted to undertake surveys and handle **California Gnatcatcher, Burrowing Owl and Least Bell's Vireo, and Crotch's Bumblebee Survey.**

Relevant Experience

Education

» B.S., Wildlife Management, Humboldt State University, Arcata, CA

Certificates/Licenses

» Federal Bird Marking and Salvage subpermittee 20431

» Federal 10(a)(1)(A) permit 02484A-3

» Scientific Collector Permit 1904400001

» Southwestern Willow Flycatcher Training (2005)

» Yellow-billed Cuckoo Training (2013)

» Burrow Construction Certificate (2010)

» Desert Tortoise Workshop Training (2010)

» Crotch Bumble Bee Training and Certificate (2023)

Professional Experience

Fairview Park Photographic Bumble Bee Surveys-City of Costa Mesa-Costa Mesa- Endemic Environmental Services, Inc. - (2024)

CDFW approved the biologist to conduct Crotch's bumble bee surveys at Fairview Park. The biologist took photo documentation of all bees encountered. The photos were submitted to an approved expert for identification. Positive findings for Crotch's bumble bees. Data was also taken on the percent of floral resources blooming, plant species present, and whether there was a suitable nesting habitat and features.

Fairview Park Protocol Breeding and Nonbreeding Season Coastal California Gnatcatcher Surveys- City of Costa Mesa- Costa Mesa- Endemic Environmental Services, Inc. - (2023)

Biologist conducted protocol breeding and nonbreeding season coastal California gnatcatcher (*Polioptila californica californica*) surveys at the Fairview Park where habitat restoration is occurring. There are two breeding territories and dispersing juveniles. Documented California sensitive species and T&E species which were entered into the California Natural Diversity Database. As the Project Manager the duties entailed field coordination with trainees and submission of the 45 Day Report of Findings to CDFW.

Raptor Biologist Manzana- Antelope Valley- Bloom Biological, Inc.- (2014 and 2023)

Biologist responsible for calling in golden eagle and California condor curtailments to the wind farm when the birds were approaching or inside the turbine array. The biologist used a yagi and receiver to listen and pin point signal locations for California condors. The biologist recorded condor stud book #s, signal strength, mapped flight paths for condors and eagles located within a certain distance of the wind farm.

Caltrans 08-1H0604 Highway Improvement Project- Griffith - Hemet- Endemic Environmental Services - (2023)

Biologists conducted pre-construction surveys for nesting birds and hawks, burrowing owls (*Athene cunicularia*), and smooth tar plants (*Centromadia pungent laevis*). The smooth tar plant was identified inside the project work limits and flagged according to the Caltrans Special Provisions. The biologist also conducted nesting bird updates and filled out monitoring reports of the findings.

Canyon Loop Trail Improvement Project, City of Diamond Bar, Los Angeles County, CA (2023)

The City of Diamond Bar initiated this project to enhance a popular hiking trail in the hills by widening the trail, compacting the soil, and implementing erosion control measures. Biologists contributed by conducting pre-construction surveys, developing a worker environmental awareness program, monitoring biological activity, and mapping vegetation disturbances throughout the construction period. The site featured several habitat types, including oak woodland, coastal sage scrub, and coast prickly pear scrub. Endemic biologists were responsible for ensuring the protection and compliance of listed species such as the Coastal California gnatcatcher, Cactus wren, and Coast horned lizard.

Inglewood Oil Fields Protocol Nonbreeding Season California Gnatcatcher Surveys- Ladera Heights Endemic Environmental Services, Inc. - (2023)

Biologist conducted protocol nonbreeding season coastal California gnatcatcher (*Polioptila californica californica*) surveys at the Inglewood Oil Fields. There are numerous breeding territories and dispersing juveniles. Documented California-sensitive species and T&E species. As the Project Manager, the duties entailed filed coordination with the client, survey report submittals, reviewing the 45 Day Report of Findings, and invoicing.

Haiwee Shoulder Improvement Project- - Haiwee - Endemic Environmental Services, Inc. - (2023)

Biologist conducted pre-construction surveys for nesting birds and hawks, burrowing owls (*Athene cunicularia*), desert tortoise (*Gopherus agassizzii*), kit fox (*Vulpes macrotis*), Mohave ground squirrel (*Xerospemophilus mohavensis*), and Joshua trees (*Yucca brevifolia*). A potential desert tortoise burrow was identified, as well as old bleached shell fragments. Joshua trees and a CNDDB identified sensitive plant Booth's evening primrose (*Eremothera boothii*) were all identified inside the project work limits and were flagged according to the Caltrans Special Provisions. The biologist assisted with the preconstruction report.

Santa Rosa Plateau Southwestern Pond Turtle Survey- Santa Rosa Plateau- Endemic Environmental Services, Inc. - (2023)

Biologist assisted in checking traps for southwestern pond turtles. The biologist checked marked floating traps, observed the permitted biologists as they took measurements, notched the scutes, used a pit tag reader, felt for eggs in gravid females, and counted developmental rings. A total of 16 turtles were trapped. The biologist followed decontamination protocol for waders and boots.

Big Canyon Protocol Breeding California Gnatcatcher Surveys- Newport Beach Back Bay- Newport Beach Conservancy- Endemic Environmental Services, Inc. - (2023)

Biologist conducted protocol breeding season California gnatcatcher (*Polioptila californica californica*) surveys. These surveys did detect two breeding territories. Documented California sensitive species and T&E species such as salt marsh bird's beak (*Chloropyron maritimum maritimum*) which were submitted to California Natural Diversity Database. As the Project Manager the duties included coordination with trainees, communication with the client, the 45 Day Report of Findings submittal, and invoicing.

Coastal California Gnatcatcher Juvenile Dispersal Research Project- Newport Beach Back Bay- San Joaquin Marsh- Institute for Conservation, Research and Education - (2023)

Biologist participated in the pilot year of monitoring and banding breeding coastal California gnatcatchers (*Polioptila californica californica*) and their nestlings. The study site has 10 breeding territories. The biologist from a distance identified and monitored CAGN nests. The biologist assisted primary bander Dana Kamada with recording nestling banding information and with target netting adults. Collected information was entered into FieldMaps. Confirmation of color-banded fledglings and documentation of banded juveniles was recorded. Documented California-sensitive species and T&E species.

Agua Dulce Residential Development Project-RTG Invest- Agua Dulce, CA (2021-2023)

Biologist conducted biological monitoring to identify sensitive herps such as coast horned lizard and California legless lizard. She also removed California Slender Mariposa Lily bulbs for relocation, and oversaw vegetation removal within grading limits. An Environmental Education Program and Movement out of Harm's Way Plan was delivered to establish the protection measures for the species.

Alex Eagleton

Biologist/Project Manager



Professional Summary

Alex Eagleton has 9 years of avian fieldwork experience trapping raptors and passerines, and has handled the following listed species: **California Gnatcatcher, burrowing owl, Swainson's hawk, and golden eagle, and Least Bells vireo**. Her Master's research focused on Avian ecotoxicology, where she captured and sampled 50 turkey vultures. Additionally. she is an environmental professional who managed and conducted biological surveys for numerous projects. Alex has experience with biological monitoring, conducting biological resource surveys, and writing technical reports.

Mrs. Eagleton also has excellent visual recognition of California bird species and is capable in the identification of a diversity of reptiles, amphibians, and mammal species native to California. She has 5 years of field research experience with a heavy focus on birds of prey and is excellent with mist netting and the capture and banding of birds of prey, and has experience with pitfall trapping, small mammal trapping, snorkeling surveys, bat surveys, and herpetological surveys. Mrs. Eagleton has excellent technical writing skills, and has experience with RStudio, GPS, and the Survey123 app.

Relevant Experience

Education

» M.S, Biology, California State Polytechnic University, Pomona

» B.S., Biology - Zoology, California State Polytechnic University, Pomona

Certificates/Licenses

» Federal Bird Banding sub permit

» USFWS 10(a)(1)(A) Recovery Permit, TE74785A-2 for California gnatcatcher

» Subpermitted for CAGN Protocol Surveys (since 2024)

» Subpermitted for TUVU Tagging (since 2019)

Port of LA Experience

Fairview Park California Gnatcatcher Protocol Surveys - City of Costa Mesa (2022, 2023)

Mrs. Eagleton participated in 12 hours (4 days) of protocol-level surveys for wintering coastal California gnatcatcher at the park, under biologist Karly Moore. Surveys were conducted for research purposes. She encountered male, female and juvenile CAGN as well as blue-gray gnatcatchers during the surveys. Mrs. Eagleton also conducted a breeding protocol survey in 2022, but the result was negative.

Palos Verdes Conservancy California Gnatcatcher Protocol Surveys - Orange County, CA (2024)

Mrs. Eagleton independently conducted 10 hours (2 days) of protocol-level surveys for breeding coastal California gnatcatcher at UCI Marsh, under biologist Barry Nerhus. Surveys were conducted for research purposes. She encountered approximately 10 territories of CAGN during both surveys.

Tijuana Slough Ridgway's Rail Surveys. San Diego County, CA (2023)

Mrs. Eagleton conducted a survey for Light-footed Ridgway's Rail. Audio-playback and visual surveys were employed in order to identify rail territories and nesting locations and data was collected using ArcGIS Fieldmaps. Several pairs were detected. Surveys were conducted under supervision of permitted biologist Richard Zembal.

SR-71/91 Interchange Improvement Project - Riverside County (2021- Present)

Mrs. Eagleton manages the biological consulting needs of the project. She performed preconstruction nesting bird survey and burrowing owl habitat assessment and assisted with rare plant survey and bat habitat assessment. She conducts and oversees biological monitoring to ensure the protection of sensitive species onsite such as California gnatcatcher, Least Bell's vireo, Santa Ana sucker, and roosting bat colonies. She conducted bat emergence surveys, and contributed to the drafting and implementation of a bat avoidance and minimization plan including the installation of exclusion devices underneath two bridges.

UCI Marsh Ridgway's Rail Surveys. Orange County, CA (2023)

Mrs. Eagleton conducted audio-playback and visual surveys for Light-footed Ridgway's Rail under supervision of permitted biologist Barry Nerhus. Nesting locations and data was collected using ArcGIS Fieldmaps. Several pairs were detected.

Point Mugu Naval Air Station Ridgway's Rail Surveys. Ventura County, CA (2022)

Mrs. Eagleton conducted surveys for Light-footed Ridgway's Rail in order to monitor the distribution and survivorship of the species in the marsh lands at Point Mugu Naval Air Station. Audio-playback and visual surveys were employed in order to identify rail territories and nesting locations and data was collected using ArcGIS Fieldmaps. Surveys were conducted under supervision of permitted biologist Barry Nerhus.

UCI Marsh California Gnatcatcher Protocol Surveys - Orange County, CA (2022)

Mrs. Eagleton participated in 10 hours (2 days) of protocol-level surveys for breeding coastal California gnatcatcher at UCI Marsh, under biologist Barry Nerhus. Surveys were conducted for research purposes. She encountered approximately 10 territories of CAGN during both surveys.

Big Canyon California Gnatcatcher Protocol Surveys - Orange County, CA (2023)

Mrs. Eagleton participated in 7 hours (3 days) of protocol-level surveys for breeding coastal California gnatcatcher at the park, under biologist Karly Moore. Surveys were conducted to inform management for Newport Bay Conservancy. She encountered a pair of CAGN during each of the three surveys

Caleb Martinez

Botanist



Professional Summary

Caleb has a wide skill set regarding management and restoration of ecological systems as well as in monitoring California wildlife. Caleb is proficient in both vascular and non-vascular plant identification and plant monitoring, but also has experience with mammals, insects, and herpetofauna. As well, Caleb is focused and dedicated to improving his knowledge on local avian species.

Mr. Martinez has extensive experience with the flora and fauna of various habitats in Southern California, including but not limited to: coastal sage scrub, deserts, saltwater marshes, beach dune habitat, vernal pools, grasslands, riparian woodlands, and coniferous forests. Biologist is currently focusing on study at the UCI Herbarium, drafting a project based on phenological scoring of herbarium specimens located in Orange County California and mapping based on past plant data. They are efficient in data collection and processing using ArcGIS, R-Studio, Excel, and FieldMaps. As well, Caleb is proficient in the use of dichotomous keys and technical textbooks including the Jepson Manual 2nd ed., Flora of North America, and the Manual of California Vegetation.

Relevant Experience

Education

» B.S., Ecology and Evolutionary Biology, University of California Irvine, Irvine, California (2025)

Licenses, Certifications, and Trainings:

» Herbicide Application Training (2021)

» Chainsaw Operation Training (2021)

» Fishing License CDFW (2023)

» Scientific Collecting for Bumble Bee Species CDFW (2024)

Professional Experience

Invasive Plant Management - Irvine Ranch Water District - Irvine, CA (February 2024 - Present)

Mr. Martinez supports the Irvine Ranch Water District's resource management by performing weekly invasive plant surveys and offering detailed restoration recommendations for both native and non-native species across approximately 40 sites. He has established protocols and created training materials to educate employees on restoration techniques, plant identification (invasive and native), mapping, and the management of these ecosystems. These sites are mapped using ArcGIS Field Maps to track and document changes in plant communities over time. Through these efforts, Mr. Martinez has aided in establishing further work in the restoration sector of Endemic Environmental at IRWD sites. While performing surveys, the biologist also actively identified special status species territories and individuals including Least Bell's Vireo, Coastal California Gnatcatcher, Yellow Breasted Chat (*Icteria virens*), and Yellow Warbler (*Setophaga petechia*).

Caltrans 08-1J2604 Pre-Construction Survey on Highway 215 in Riverside County from 1.0 Mile North of Clinton Keith Road to 1.0 Mile North of Newport Road - Caltrans - Menifee and Murrieta, CA (March 2024)

Biologist aided in performing preconstruction surveys for nesting birds, rare plants, and burrowing owls. Mr. Martinez located, delineated, and reported rare plants on site (*Juglans californica* & *Deinandra paniculata*), totalling approximately 10 populations. Biologist was primarily responsible for species compendium compilation in Coastal Sage Scrub, ruderal riparian swales, Purple Needlegrass grasslands, and invasive annual grasslands.

SR 71/91 Highway Interchange Improvement Project - SKANSKA - Corona, CA (July 2023-Present)

Biologist participated in bat surveys for the purpose of exclusion, population monitoring, and maternity season delineation throughout the construction of a new extension. Surveys confirmed the presence of bat species including but not limited to: Yuma Myotis, California Myotis, Canyon Bat, Mexican Free Tailed Bat, and Pallid Bat. Surveys were conducted utilizing sight identification for population counts, acoustic equipment, and day/evening bat box monitoring.

Floristic Surveys and Collections - Southern California (June 2023- Present)

Biologist, under the affiliation of the UC Irvine Herbarium, has performed numerous floristic surveys and collections in order to expand current botanical understanding in Southern California. Mr. Martinez has surveyed for both vascular and nonvascular flora from San Bernardino to San Diego Counties. Biologist identified and collected a high volume of special status species, including but not limited to: *Brodiaea filifolia, Asplenium vespertinum, Lilium humboldtii ocellatum, Quercus engelmannii, Dudleya viscida, Clinopodium chandleri, Geothallus tuberosus, and Astragalus leucolobus*.

Joshua Ball

Restoration Project Manager



Professional Summary

Joshua Ball has over three and a half years of experience in environmental consulting, specializing in restoration and wetland ecology. His expertise includes conducting habitat restoration projects, performing wetland and jurisdictional delineations, managing tree inventories, and conducting rare plant surveys. Additionally, he has experience with biological, archaeological, and paleontological surveys and monitoring. Joshua is skilled in writing and publishing reports, processing permits, and conducting nesting bird surveys. He holds a bachelor's degree in Geography and Environmental Sciences from Cal State Fullerton and a certification in Geographic Information Systems (GIS). His technical skills include using GPS, Trimble devices, Survey123, and ArcGIS Field Maps.

Relevant Experience

Education

» B.S., Geography and Environmental Sciences, California State university Fullerton, Fullerton (2022)

Certificates and Trainings

» USACOE Wetland Delineation and Regional Supplement Training (2023), USACOE Hydric Soils Indicators (2023)

» Geographic Information Systems Certification and Training (2022)

Professional Experience

Fairview Park Restoration Project – Endemic Environmental, City of Costa Mesa (Spring 2024-Present)

Mr. Ball manages the restoration maintenance and biological consulting needs of the park, and oversees invasive vegetation management, wetland water quality testing, and coastal sage scrub and wetland habitat restoration throughout the park. With assistance from Endemic bird Biologists, helping to direct the brown-headed cowbird trapping program, and provides general biological consulting for the city, including on nesting birds, wintering BUOW, erosion, new restoration opportunities, rare plants, and any other services requested. He produces review documents and maps to track restoration success and changes over time.

Los Alamitos JFTB Airfield Solar Installation - Endemic Environmental, Orange County, CA (Spring 2024-Present)

Mr. Ball acts as the project manager overseeing the Los Alamitos JFTB Airfield Tar plant restoration site where the Endemic Environmental restoration team works to preserve, improve, and maintain the population of southern tarplant that exists onsite. Mr. Ball writes technical documents for submittal to the client on the health and condition of the site and offers recommendations to reach the goal number for the southern tarplant within the site.

Aliso Creek Southwestern Pond Turtle Surveys - Orange County, CA (Spring 2024- Present)

Mr. Ball assisted in turtle trapping to conduct surveys for southwestern pond turtle populations across sites throughout Aliso Creek. He assisted in the deployment of turtle traps, collecting captured turtles, and data collection which included population demographic metrics.

Newport Back Bay Coastal Sage Scrub and Salt Marsh Restoration/Huntington Beach Wetlands and Wildlife Conservancy, OC Habitats Project

Mr. Ball managed scheduling, procurement of plant and native seeds, and daily task delegation for a team of interns and volunteers focused on habitat restoration. His work included invasive plant management, active planting and seeding of Coastal Sage Scrub and Salt Marsh species, public outreach, education, and habitat monitoring. As the acting restoration lead, Mr. Ball guided groups of up to 40 volunteers and interns in using tools, employing proper planting and seeding techniques, following safety procedures, and understanding the natural systems and species in the habitat, including the Ridgeway Rail, Snowy Plover, and Osprey.

Hidden Canyon Restoration Site, Riverside County, CA Project

Mr. Ball played a pivotal role in the restoration and management of coastal sage scrub and wetland vegetation. His responsibilities included overseeing invasive vegetation management, which involved devising and implementing strategies to control and remove non-native plant species. Mr. Ball's role extended beyond just managing vegetation; he also provided valuable mentorship and education to staff interns, imparting his expertise and ensuring the team was well-equipped to handle various tasks. He meticulously organized and scheduled invasive plant removal days, hand-casting of seeds to promote native plant growth, and comprehensive site cleanups to maintain and improve the ecological health of the areas under his care. In addition to these hands-on tasks, Mr. Ball conducted in-field biological transect surveys to monitor and assess site conditions. The data gathered from these surveys were meticulously recorded and utilized in the preparation of detailed annual site condition reports. He also submitted daily biological reports, ensuring that the ongoing status and progress of the restoration efforts were consistently documented and communicated.

Jason Blevins

Hydroseed Operator/Irrigation Specialist



Professional Summary

Mr. Blevins has accumulated five years of experience serving as a site supervisor at Fairview Park, where he has honed his skills in the management of diverse ecological systems, including wetlands, riparian habitats, and coastal sage scrub. His role involves overseeing a range of habitat restoration projects, which includes designing and implementing strategies for rehabilitating natural environments. Mr. Blevins is adept at identifying and removing invasive plant species, a crucial task for maintaining the health and balance of the park's ecosystems. In addition to these technical duties, he conducts thorough nesting bird surveys to monitor avian populations and ensure their protection. Beyond his ecological responsibilities, Mr. Blevins plays a key role in team development by onboarding and training new employees, ensuring they are well-versed in park protocols and restoration techniques.

Relevant Experience

Certificates and Trainings

» SNPL and LETE OC Surveys (2024)

» Trailer Safety and Handling Training (2018)

» Chainsaw Operation and Maintenance Training (2018)

» Hydroseeder Operation and Maintenance Training (2018)

» OSHA/HAZWOPER 40 Hour Training (2022)

» Sea and Sage Birding Audubon Society Birding Course (2022)

» BSNF Railroad Safety Certification (2022)

» Xerces Society Bumblebee Collecting Permit (2023)

Professional Experience

City of Costa Mesa, Fairview Park Riparian and Wetlands Restoration Project

As a restoration specialist, Jason plays a crucial role in managing and maintaining a diverse 52-acre wetland area, which features 5 ponds, 3 channels, and a complex outflow system. His primary responsibilities include restoring and enhancing the natural habitats within this wetland by meticulously removing invasive species that threaten the ecosystem, planting a variety of native plants to support local wildlife, and implementing efficient irrigation systems to promote healthy plant growth. Additionally, Jason is skilled in the installation of 3-wire fencing to protect sensitive areas and manage wildlife.

Beyond habitat restoration, Jason also oversees the maintenance and repair of essential power tools and equipment used in these tasks. This includes performing regular diagnostics to identify potential issues and executing necessary repairs to ensure all equipment operates at peak efficiency.

Orange County Water District, Prado Basin Restoration Project

Jason played a pivotal role in the habitat restoration efforts for the Arundo abatement project with the Orange County Water District. He took on the challenge of improving poor soil conditions by installing an advanced irrigation system designed to enhance soil fertility and support plant growth. Utilizing a skid skiff, Jason meticulously planted 4,550 riparian plants and trees, including mulefat, various species of alder, and sycamores, carefully selecting each species to ensure ecological balance and promote biodiversity. His hands on approach extended beyond planting; Jason was also responsible for the ongoing maintenance of the restoration site. This included managing invasive species through targeted control measures and overseeing the irrigation system to ensure that all newly planted vegetation received adequate water. His dedication and attention to detail were instrumental in the project's success, contributing significantly to the restoration of the habitat and the overall health of the ecosystem.

City of Victorville, Green Tree Erosion Control Project

Jason spearheaded Southern California's largest erosion control project, a massive undertaking that spanned over a year. His leadership was instrumental in ensuring the project was completed on time and exceeded client expectations, garnering high levels of customer satisfaction. Jason's role was multifaceted and included managing all aspects of hydroseeding operations, from planning to execution. He also played a crucial role in overseeing hydromulching activities and was responsible for the installation of erosion control blankets. His hands on approach and expertise in these areas not only facilitated smooth operations but also ensured the project's success in effectively mitigating erosion across the extensive site. Jason's ability to coordinate various teams and resources while maintaining rigorous quality standards was key to the project's successful completion.

Newport Bay Conversancy, Newport Back Bay Big Canyon Restoration Project

Jason demonstrated exceptional leadership and expertise throughout. He meticulously managed the removal of invasive tree species, a critical task involving both the physical cutting of trees and the strategic application of herbicide to ensure effective prevention of regrowth. Jason's adept use of heavy machinery, including a Bobcat, along with chainsaws and a chipper, was pivotal in streamlining the removal process. His attention to detail and commitment to efficiency not only ensured that the project was completed on time but also met all the environmental objectives. Under Jason's guidance, the team achieved outstanding results, leading to high client satisfaction and a successful restoration of the area.

Irvine Ranch Water District, Irvine Ranch Water District Hydroseeding Project

Jason played a central role in the hydroseeding project for the Irvine Ranch Water District (IRWD). His responsibilities were multifaceted, encompassing both the operation and maintenance of the hydroseeder. Jason's meticulous approach ensured the equipment remained in optimal condition, which was critical for the project's success. He was also in charge of applying native plant seeds, a task that required careful attention to detail and precision. Through his dedicated efforts, Jason significantly contributed to the project's aim of fostering local vegetation and supporting environmental sustainability.

JOHN GUST
Principal Investigator for Archaeology
714-974-8300
jgust@cogstone.com

EDUCATION

2016 Ph.D., Anthropology, University of California, Riverside (UCR)
2011 M.A., Anthropology, UCR
2007 M.A., Applied Geography, University of Colorado, Colorado Springs (UCCS)
2002 B.A., Anthropology, minor in Geography/Environmental Studies, UCCS

SUMMARY QUALIFICATIONS

Dr. Gust is a Registered Professional Archaeologist (RPA) with over 11 years of experience in field archaeology. His field expertise includes pedestrian surveys, excavation monitoring, resource recording, and historic artifact analysis. Dr. Gust has extensive experience in California cultural resources. He has managed a variety of projects at Cogstone in the water, transportation, energy, development, and federal sectors. Dr. Gust meets the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* and is knowledgeable of the compliance requirements of the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and Section 106 of the National Historic Preservation Act (NHPA). He meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation.* Dr. Gust is a member of the Society for California Archaeology, Society for American Archaeology, and the American Anthropological Association. He is listed as a Field Director on Cogstone's Bureau of Land Management Cultural Resources Use Permit.

SELECTED EXPERIENCE

Fairview Park Master Plan Amendment Project, City of Costa Mesa, Orange County, CA. As Task Manager and Principal Investigator for Archaeology, Dr. Gust ensured the cultural resources work for the project was completed in compliance with CEQA. He also co-authored portions of the reports and reviewed the cultural resources deliverables for the project. Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the project. The City of Costa Mesa proposed to expand the Fairview Park Master Plan to include restoration of the 208-acre park for continued passive use by the community and the natural habitats, as well as protect the cultural sites within the park boundaries. The City of Costa Mesa was the lead agency under CEQA. Sub to MIG. 2023-*ongoing*

Fairview Park West Bluff Investigation Project, City of Costa Mesa, Orange County, CA. As Task Manager and Principal Investigator for Archaeology, Dr. Gust ensured the cultural resources work for the project was completed in compliance with the mitigation measures for the project and CEQA. He oversaw monitoring work, coordinated Native American monitoring, and reviewed the report. Cogstone provided cultural resources services for the project which consisted of a geological investigation within the park. Exploratory test pits in ten separate locations were excavated to evaluate existing soil conditions and erosional features. Cogstone conducted cultural resources monitoring and facilitated Native American monitoring during excavation and prepared a Cultural Resources Monitoring Compliance Report at the conclusion of the project. The City of Costa Mesa was the lead agency under CEQA. Prime. 2024

MOLLY VALASIK
Project Manager, Principal Archaeologist
714-974-8300
mvalasik@cogstone.com

EDUCATION

2009 M.A., Anthropology, Kent State University, Kent, Ohio
2006 B.A., Anthropology, Ohio State University, Columbus, Ohio

SUMMARY QUALIFICATIONS

Ms. Valasik is a Registered Professional Archaeologist (RPA) with more than 15 years of experience. She is a skilled professional who is well-versed in the compliance procedures of the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA) and regularly prepares cultural resources assessment reports for a variety of federal, state, and local agencies throughout California. Ms. Valasik has managed a variety of projects at Cogstone in the water, transportation, energy, development, and federal sectors. Ms. Valasik meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. She is accepted as a principal investigator for prehistoric archaeology by the State Office of Historic Preservation and is listed as a Principal Investigator on Cogstone's Bureau of Land Management Cultural Resources Use Permit.

SELECTED EXPERIENCE

Fairview Park Master Plan Amendment Project, City of Costa Mesa, Orange County, CA. As Project Manager and Principal Archaeologist, Ms. Valasik managed the cultural resources work for the project and ensured that it was completed in compliance with CEQA and reviewed the report. Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the project. The City of Costa Mesa proposed to expand the Fairview Park Master Plan to include restoration of the 208-acre park for continued passive use by the community and the natural habitats, as well as protect the cultural sites within the park boundaries. The City of Costa Mesa was the lead agency under CEQA. Sub to MIG. 2023-*ongoing*

Fairview Park West Bluff Investigation Project, City of Costa Mesa, Orange County, CA. As Project Manager and Principal Archaeologist, Ms. Valasik managed the cultural resources work for the project and ensured that it was completed in compliance with CEQA and reviewed the report. Cogstone provided cultural resources services for the project which consisted of a geological investigation within the park. Exploratory test pits in ten separate locations were excavated to evaluate existing soil conditions and erosional features. Cogstone conducted cultural resources monitoring and facilitated Native American monitoring during excavation and prepared a Cultural Resources Monitoring Compliance Report at the conclusion of the project. The City of Costa Mesa was the lead agency under CEQA. Prime. 2024

Anaheim Groundwater Treatment Plants Phase B Project, City of Anaheim, Orange County, CA. As Project Manager and Principal Archaeologist, Ms. Valasik ensured that all work was completed in compliance with CEQA and reviewed the report. Cogstone provided cultural resources monitoring and managing and scheduling Native American monitoring for the construction of five City of Anaheim Public Utilities groundwater treatment plants. Sub to CDM Smith. 2023-2024

Appendix B

Endemic has reviewed the Sample Agreement and has *no exceptions or conditions* to the Agreement.

APPENDIX C

FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

VENDOR APPLICATION FORM
FOR
RFP No. 25-06 for Fairview Park Mesa Restoration: Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan Implementation

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Endemic Environmental Services, Inc.

Contact Person for Agreement: Barry S. Nerhus

Title: President E-Mail Address: bnerhus@endemicenvironmental.net

Business Telephone: 714-869-6687 Business Fax: NA

Corporate Mailing Address: 110 E Wilshire Ave., Suite 305

City, State and Zip Code: Fullerton, CA 92832

Contact Person for Proposals: Luma Fowler

Title: Restoration Director E-Mail Address: luma@endemicenvironmental.net

Business Telephone: 714-869-6687 Business Fax: NA

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
Barry S. Nerhus	President/Secretary	714-393-6249

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: [redacted]

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 8-24-2027

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. 25-06 for Fairview Park Mesa Restoiration: Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan Implementation** at any time after **September 10, 2024.**

[redacted] **Date**: 10/1/2024

S

Barry S. Nerhus

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **September 10, 2024.** with a City Councilmember concerning informal **RFP 25-06 for Fairview Park Mesa Restoriation: Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan Implementation**. A copy of all such communications is attached to this form for public distribution.

Signature **Date**:

Print

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.

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

COMPANY PROFILE & REFERENCES

Company Legal Name: Endemic Environmental Services, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: C-27

Business Address: 110 E Wilshire Ave., Suite 305, Fullerton, CA 92832

Website Address: www.endemicenvironmental.net

Telephone Number: 714-869-6687 Facsimile Number: NA

Email Address: bnerhus@endemicenvironmental.net

Length of time the firm has been in business: 15 years

Length of time at current location: 10 months

Is your firm a sole proprietorship doing business under a different name: ___Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: [redacted]

Regular Business Hours: Mondays to Friday; 8 AM to 5 PM

Regular holidays and hours when business is closed: Federal holidays

Contact person in reference to this solicitation: Luma Fowler

Telephone Number: 714-869-6687 Facsimile Number: NA

Email Address: luma@endemicenvironmental.net

Contact person for accounts payable: Tracy Montgomery

Telephone Number: (714) 588-2837 Facsimile Number: NA

Email Address: accounting@endemicenvironmental.net

Name of Project Manager: Luma Fowler

Telephone Number 714-869-6687 Facsimile Number: NA

Email Address: luma@endemicenvironmental.net

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 Irvine

Telephone Number: 949-633-0325
Contact Name: Casey Gnadt
Contract Amount: $850,000
Email: cgnadt@cityofirvine.org
Address: 1 Civic Center Plaza, Irvine 92606
Brief Contract Description: On-Call Environmental Services for Open Space Management Project

Company Name: Irvine Ranch Water District

Telephone Number: 949-525-7234
Contact Name: Ian Swift
Contract Amount: $860,000
Email: swift@irwd.com
Address: 15600 Sand Canyon Ave, Irvine, CA 92618
Brief Contract Description: Natural Treatment System Habitat Restoration and Biomonitoring

Company Name: Orange County Water District

Telephone Number: 714-378-8211
Contact Name: David McMichael
Contract Amount: $48,000
Email: mailto:dmcmichael@ocwd.com
Address: 14980 River Road, Corona, CA 92880
Brief Contract Description: Prado Basin Sediment Demonstration Project for Habitat Restoration

Company Name: Wildlife Innovations

Telephone Number: (619) 966-5147
Contact Name: Daniel Biteman
Contract Amount: $121,360
Email: dbiteman@wildlifeinnovations.net
Address: 11629 Westridge Pl, Lakeside, CA 92040
Brief Contract Description: Southern Tarplant Enhancement for Solar Development Project

Company Name: Huttopia Canada - USA

Telephone Number: (518) 694-1391
Contact Name: Freddy Py
Contract Amount: $100,000
Email: (freddy@huttopia.com
Address: 297 Chem. Maple, Sutton, QC J0E 2K0, Canada
Brief Contract Description: Huttopia Paradise Springs Mitigation Project for Campground

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
NA	NA	NA	NA	NA

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.

Barry Nerhus/Endemic Environmental Services, Inc.
Bidder/Applicant/Proposer

[redacted]

10/1/2024
Date

Fee Schedule Sample		
Position	Hourly Rate	Hourly rate for hours outside proposed hours of operation
Biologist Principal	$165.00	$247.50
Biologist Associate	$115.00	$172.50
Biologist Staff	$95.00	$142.50
GIS Specialist: Senior	$135.00	$202.00
GIS Specialist: Associate	$110.00	$165.00
Archeologist	$125.00	$187.50
Native American	$160.00	$240.00
Field Technicians	$80.00	$120.00
Irrigation Specialist	$110.00	$165.00
Irrigation Technician	$80.00	$120.00
Hydroseeder Operator	$95.00	$142.50
Herbicide Applicator	$80.00	$120.00
Botanist	$130.00	$195.00
Intern	$61.60	$92.40
*Prevailing Wages Applies		

APPENDIX C

FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Federal Tax Identification Number: [redacted]_____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

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. 25-06 for Fairview Park Mesa Restoiration: Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan Implementation** at any time after **September 10, 2024.**

[redacted] **Date**: _____

Signature

_____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **September 10, 2024.** with a City Councilmember concerning informal **RFP 25-06 for Fairview Park Mesa Restoriation: Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan Implementation**. A copy of all such communications is attached to this form for public distribution.

_____ **Date**: _____

Signature

_____

Print

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 _____

If the answer is yes, explain the circumstances in the following space.

[redacted]

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."



COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board:

Business Address:

Website Address:

Telephone Number: Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

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:

Federal Taxpayer ID Number: [redacted]

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number: Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number: Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number: Facsimile Number:

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

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.

[redacted]

Bidder/Applicant/Proposer

Date

Cost Proposal

cogstone
PALEONTOLOGY - ARCHAEOLOGY - HISTORY



COGSTONE 2024-2025 FULL FEE SCHEDULE

LABOR CLASSIFICATION	HOURLY RATE	OT*	DT*
Technician/Monitor I	$87.50	$131.25	$175.00
Technician/Monitor II	$97.50	$146.25	$195.00
Administrative Assistant	$103.00	$154.50	$206.00
Night Monitor	$113.00	$169.50	$226.00
SOI Monitor**	$113.00	$169.50	$226.00
SOI Night Monitor**	$123.00	$184.50	$246.00
Supervisor I	$113.00	$169.50	$226.00
Supervisor II	$123.00	$184.50	$246.00
GIS Manager	$123.00	$184.50	$246.00
Field Director	$133.00	$199.50	$266.00
Technical Editor	$123.00	Exempt	Exempt
Senior Administrator	$154.00	Exempt	Exempt
Architectural Historian	$134.00	$201.00	$268.00
Principal Investigator I/ Task Manager	$134.00	$201.00	$268.00
Principal Investigator II/ Task Manager	$154.00	$231.00	$308.00
Principal Investigator III/ Task Manager	$180.00	Exempt	Exempt
Program Director	$205.00	Exempt	Exempt

OTHER DIRECT COSTS	UNIT
Mileage	Current IRS Rate
Expendable Supplies	Actual Cost
Outside Services	Actual Cost

* Hours 9-12 per day are Overtime (x1.5), Hours over 12 per day are Double Time (x2)
** SOI monitor meets the guidelines set forth by the Secretary of the Interior's (SOI) *Standards and Guidelines for Archaeology and Historic Preservation* (36 CFR Part 61).

1518 West Taft Avenue
Orange, CA 92865
Office (714) 974-8300

Field Offices
San Diego • Riverside • Morro Bay • Sacramento

Federal Certifications WOSB, EDWOSB, SDB
State Certifications DBE, WBE, UDBE

cogstone.com
Toll free 888-333-3212

Thank you for your consideration.

Endemic
Environmental Services



EXHIBIT C

FEE SCHEDULE

	2025	2026	2027	2028	2029	2030	2031	2032
1. Site Protection, Initial Dethatch, Cultural Resource Monitoring, and Temporary Irrigation	$117,900.00							
2. Native Revegetation Buffer (Area 4) and Drainages in Area 1 Container Planting, Irrigation, and Maintenance	$54,120.00	$54,120.00						
3. Weed Management Buffer (Area 5) Weed Maintenance	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00	$32,400.00
4. Pre-Seed Installation Adaptive Weed Management	$62,400.00	$62,400.00						
5. Native Seed Collection and Installation	$48,078.00	$48,078.00						
6. Maintenance After Seed Installation			$31,200.00	$31,200.00	$31,200.00	$31,200.00	$31,200.00	$31,200.00
7. Biological Monitoring and Reporting	$77,200.00	$44,800.00	$44,800.00	$44,800.00	$44,800.00	$44,800.00	$44,800.00	$44,800.00
ANNUAL TOTAL:	$392,098.00	$249,052.00	$111,652.00	$111,652.00	$111,652.00	$111,652.00	$111,652.00	$111,652.00
GRAND TOTAL:								**$1,311,062.00**

Thank you again for inviting us to team – our response is attached. Our daily rate for cultural resources monitoring is $943.40 for a full day (8 hours) or $498.50 for a half day (4 hours). Native American Monitoring is billed at a daily rate of $1,200. I've included an initial estimate of 20 8-hour days to keep our bid in line with what we've submitted to other firms but please let me know if you'd like me to adjust this.

City of Costa Mesa

Prospective Bidders for Project Fairview Park Mesa Restoration: Coastal Sage Scrub and Flower Fields Habitat Restoration and Monitoring Plan Implementation (RFP 25-06)

Issued on 09/10/2024

Bid Due on October 08, 2024 12:00 PM (PDT)

Reference ID:

Categories: 712190, 813312, 113210, 541320, 115112, 561730, 926140

Exported on 06/26/2025

Proposer	Points	Rank
Endemic	1,161.1	1st
Dudek	1,132.65	2nd
RECON	1,111.25	3rd
ICF Jones	1,054.65	4th
Nake	1,032.75	5th
Chambers Group	1,021.2	6th