



Prohibition on Sale or Distribution of Nitrous Oxide

Costa Mesa Municipal Code 11- 404

Captain Jason Chamness

City Council Meeting

September 2, 2025



Background

- Growing recreational misuse of Nitrous Oxide, an odorless, colorless gas commonly used as a medical anesthetic, aka, NOX, laughing gas, or whippets
- Existing State law leaves loopholes
- Establish local regulations to prohibit unlawful sale/distribution
- Conducted outreach with smoke shop businesses
 - Two letters seeking feedback on the ordinance
- Align Costa Mesa with neighboring jurisdictions
 - Orange County & Santa Ana – Adopted Nitrous Oxide ordinance
 - Irvine – Nitrous Oxide ordinance prepared for adoption
 - Tustin & Fountain Valley – Considering Nitrous Oxide ordinance



Current State Law

- Prohibition of sales to minors (CPC 381c)
- Furnishing with knowledge of intent to use recreationally (CPC 381d)
- Vendors are required to record each transaction (CPC 381e)



Examples of Nitrous Oxide for Sale



Other names for Nitrous Oxide:

- NOX or NOS
- Whippets
- Laughing gas

Background Data

- Steady increase of incidents associated to Nitrous Oxide since 2020
- 100% rise in incidents (2023 to 2024)
- 125% increase in related calls for service & arrests (2023 to 2024)
- (2) suspected overdose deaths likely linked to Nitrous Oxide since 2020
- (10) traffic collisions – Nitrous Oxide suspected (2020 to 2025)

Nitrous Oxide Incident Reports

Incident	2020	2021	2022	2023	2024	YTD 2025	Total
Nitrous Oxide	4	6	12	15	30	19	86

Nitrous Oxide Calls for Service

Calls for Service	2020	2021	2022	2023	2024	YTD 2025	Total
Nitrous Oxide	4	7	9	16	36	25	97



Intent of Ordinance

- Reduce public access for recreational abuse
- Decrease health/safety incidents associated to recreational Nitrous Oxide use
- Closes state law loophole
- More tools for local law enforcement intervention
- Violators would be subject to a misdemeanor citation/arrest and up to \$1000 civil fine
- Helps protect vulnerable populations (especially youth)



Outreach

- Two separate letters sent to smoke shop businesses regarding proposed ordinance and seeking feedback
- CMPD used social media to post about risks of recreational Nitrous Oxide use
- Pending social media campaign in conjunction with new ordinance related to the risks associated to the recreational use of Nitrous Oxide
- If adopted, a follow up letter to smoke shop businesses regarding the new ordinance
- CMPD did not find other types of businesses in Costa Mesa that lawfully sell Nitrous Oxide



Recommendation

Staff recommends that City Council introduce for first reading the attached Ordinance No. 2025-xx amending Title 11 (Offenses—Miscellaneous) of the Costa Mesa Municipal Code by adding Chapter XVI (Prohibition on Sale or Distribution of Nitrous Oxide) to strengthen local regulation of Nitrous Oxide sales.





Questions?





TEWINKLE PARK LAKES REPAIR AND REHABILITATION PROJECT

CITY PROJECT 24-12

CITY COUNCIL MEETING
SEPTEMBER 2, 2025



TEWINKLE LAKES BACKGROUND



- TeWinkle Park lakes include:
 - Upper and lower lake
 - Recirculating waterfalls, pond, and streambeds
 - Two acres of water surface
 - Over 3,000 linear feet of shoreline
- Highly visited City park, challenges with excessive bird population
- Lake liner and shorelines have exceeded their service life
- Opportunities for improvements to aesthetics and quality of the lakes

TEWINKLE LAKES ISSUES

- Water leakage has developed in the two lakes resulting in:
 - Significant water loss of nearly one million gallons per month, equivalent to approximately \$100,000 annually
 - Undermining of the lakebed, streams, shorelines and surrounding soil areas
- Damaged and deteriorating shoreline and circulation system
- Challenges with excessive birds and non-native wildlife
- Water quality concerns including:
 - High pH
 - High levels of dissolved oxygen
 - Elevated orthophosphates – stimulates algae growth
 - High nitrate levels

PROPOSED IMPROVEMENTS

- Improve lakes shape to promote natural water movement
- Deepen the lakes to help improve water quality, reduce maintenance and improve aesthetics
- Re-build damaged and eroded shorelines with natural edges
- Replace lake liner to reduce seepage
- Add landscaping along the shoreline to provide a more natural appearance, encourage waterfowl to designated areas, and improve overall usability of the adjacent greenspace and walkways



ERODED
SHORELINE



STIFF SLOPE AT SHORELINE



TREE ROOT ISSUE



LOW RAILING
SECTION AT
PIER DECK



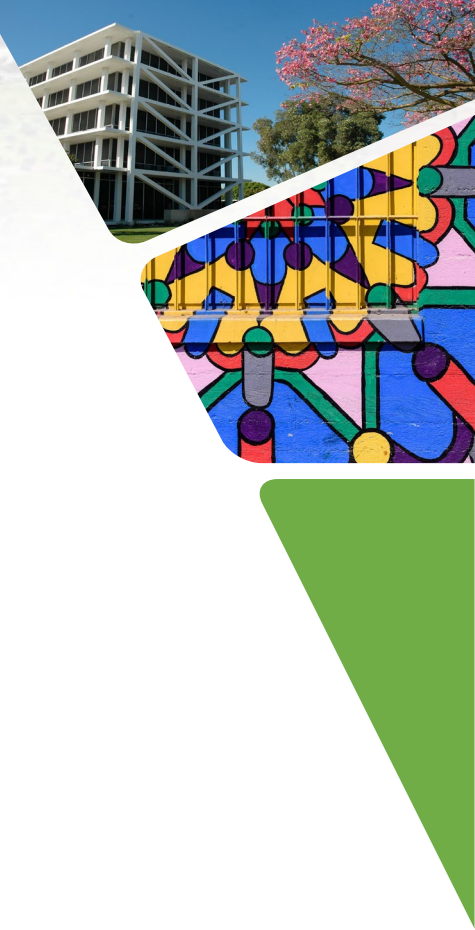
DAMAGE
SHORELINE

PROJECT COST/PROCUREMENT

- Public Bid opening on February 12, 2024. Received one bid from Houalla Enterprises, Ltd. (Houalla) in the amount of \$3,981,657
- Public Bid opening on November 21, 2024. Received one bid from Houalla Enterprises, Ltd. (Houalla) in the amount of \$3,466,657
- Staff negotiated with Houalla to reduce the scope, reducing the contract amount to \$2,459,777, plus ten percent (10%) contingency

REDUCTIONS TO SCOPE OF WORK

- Repair of the two (2) ponds and streams.
- Gabion planter walls within the lake changed to concrete walls.
- Replacement of the existing pumps and pump station improvements.
- Bridge work and wooden deck repairs.
- Dewatering of the lakes (to be implemented by City).
- Aquatic wildlife removal (to be implemented by a separate vendor).
- Boulder installation – reduced quantities.
- Landscaping around the lake – increased spacing resulting in reduced quantities.
- Landscaping, gabion walls, planters and other decorative work on the island.

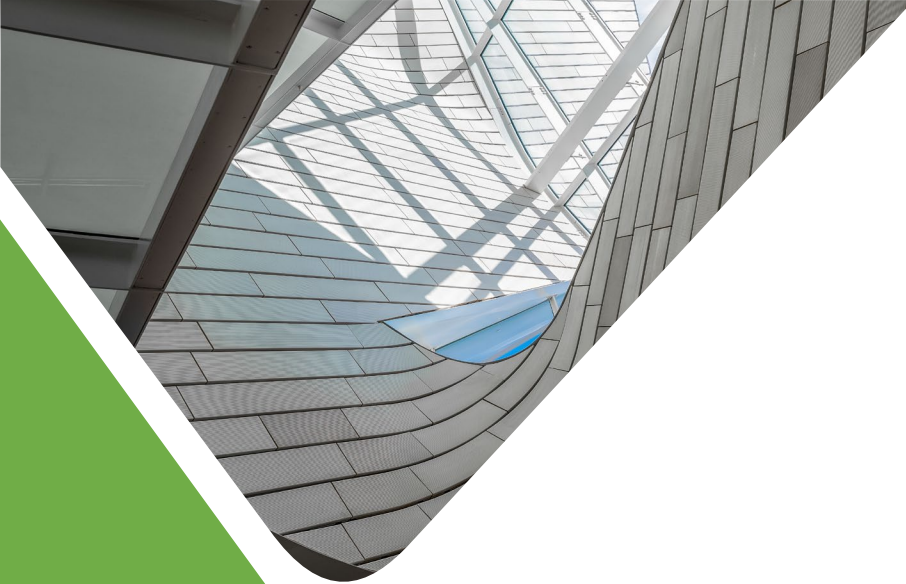


PROJECT COST ALLOCATION

- Funding sources include:
 - \$2 million from former State Senator David Min
 - \$500,000 from Capital Improvement Fund
 - Additional funds from completed projects in State Grant Fund and Capital Improvement Fund

RECOMMENDATIONS

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA guidelines Section 15301.
2. Adopt plans, specifications, and working details for the TeWinkle Park Lakes Repair and Rehabilitation Project, City Project No. 24-12.
3. Award a Public Works Agreement (PWA) for construction to Houalla Enterprises, Ltd. (dba Metro Builders & Engineers Group, Ltd.) in the amount of \$2,459,777, and authorize a ten percent (10%) contingency in the amount of \$245,978 for unforeseen costs related to this project.
4. Authorize the Interim City Manager and the City Clerk to execute the PWA for Houalla Enterprises, Ltd. (dba Metro Builders & Engineers Group, Ltd.) and future amendments to the agreements within Council authorized limits.



Questions?





CAT6A Cabling
Enhancing Communication and Connectivity
City Council Meeting
September 2, 2025



BACKGROUND

- On March 3, 2020, Council approved the first 5-Year Information Technology Strategic Plan (ITSP).
- The ITSP recommended replacing the City's 20+ year old Avaya Telephone Switch with newer Voice over Internet Protocol (VoIP) technology.
- A pre-requisite for VoIP is CAT5E or newer cabling.

SCOPE OF WORK

The scope of work will be delivered in four (4) stages:

Stage 1	Stage 2	Stage 3	Stage 4
Enterprise CAT6A Cabling	CAT6A enhanced Verkada camera install for PD	Install single mode campus fiber	EOC IDF rack re-location and re-termination of new connections

The consultant expects to complete all stages of the project in twelve (12) months.

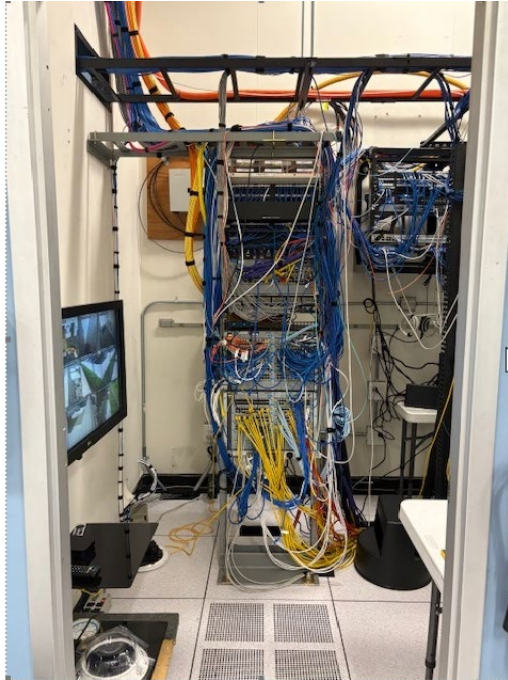
PROCUREMENT PROCESS AND VENDOR SELECTION

- RFP issued on November 11, 2024.
- The City received four (4) proposals.
- BCS Consultants was selected as the recommended vendor.

PROJECT OUTCOMES

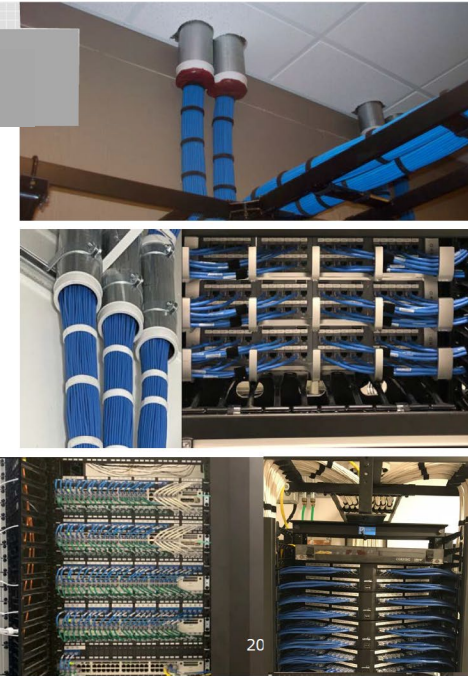
- It will enable the City's telephone systems to interface with VoIP.
- Improves handling of large data files, real-time communications, and power over ethernet.
- Increases higher data transfer rates supporting up to 10Gbps at a maximum bandwidth of 500MHz.
- Minimizes crosstalk and interference.
- Backward compatible with CAT6 and CAT5E.
- Reliable 10G performance.
- Future-proof solution and cost-effective solution.

PROPOSED WORK



Before

Wiring Closet Installation



After

RECOMMENDATIONS

- Authorize the City Manager and City Clerk to execute a Professional Services Agreement (PSA) for network cable and camera installation to BCS Consultants, 9910 Irvine Center Drive, Irvine, CA 92618 in the amount of \$740,684.
- Authorize a five percent (5%) contingency in the amount of \$37,034 for unforeseen costs.
- Authorize the City Manager or designee to execute the agreement and future amendments to the agreement.



Questions





ORANGE COUNTY
POWER AUTHORITY
YOUR CLEAN ENERGY CHOICE

September 2, 2025

Costa Mesa City Council Meeting | OCPA Feasibility Study



Recap & Roadmap

The City of Costa Mesa and OCPA expressed mutual interest in partnering to provide the choice of renewable energy to the City of Costa Mesa residents and businesses.

- On **Tuesday, July 16, 2024**, the Costa Mesa City Council received an overview of OCPA benefits and impact.
- The Costa Mesa City Council directed staff to sign an agreement releasing the City's electricity load data.
- OCPA received the City's load data in October 2024.

Today OCPA will:

1. Share the Feasibility Study results to the Costa Mesa City Council
2. Answer any questions
3. Receive guidance on future City Council presentation
 - OCPA will present the feasibility study to the Costa Mesa FiPAC on September 10, 2025



What is Community Choice Aggregation (CCA)?

- Assembly Bill 117 passed in 2002 to establish Community Choice Aggregation (CCA), introducing competition and choice into the energy market.
- AB 117 allows communities to join together and provide residents and businesses the opportunity to choose their electric provider and how much renewable energy they want to procure to put onto the grid.

A growing movement in California:
14 million people in 200 communities
are currently benefiting from CCAs

CCAs are 26% of the state's energy load and growing!





How it Works



ENERGY SOURCED (CCA)  **ENERGY DELIVERED** (Utility Company)  **ENERGY USED** (Customer)



About Orange County Power Authority (OCPA)

- OCPA is a not-for-profit Community Choice Aggregation (CCA) agency that provides residents and businesses choice in their electricity provider, and allows for local control.
- CCAs also focus on procuring renewable energy, with the goal of reducing carbon emissions and helping customers make the clean energy transition.
- Launched residential service in October 2022.
- Office located in Irvine with 21 full-time staff.
- Serving over 198,000 customers in the cities of Buena Park, Fullerton, and Irvine – and Fountain Valley in Oct 2026.



A large white wind turbine stands in a lush green field under a clear blue sky. The turbine's blades are partially visible, and the field is filled with vibrant green grass.

THE POWER IS IN YOUR HANDS

Benefits of Community Energy

- Bring choice and competition to the energy market
- Put more renewable energy onto the grid at a faster rate
- Local control
- Local reinvestment
- Local job creation
- Supporting new energy source development



Fiscal Health

- Like all public agencies, OCPA goes through an annual financial audit by an independent third-party auditing firm to verify and confirm the accuracy of all statements made in our financial documents. The agency has always received a clean audit opinion.
- OCPA's rate design remains unchanged in 2025, ensuring stable and affordable pricing that provides customer savings while supporting clean energy growth.

\$ in thousands Period Ending June 30	Approved FY2024/25 Mid-Year Budget	% rev	% of Total Operating Expenses	FY2024/25 Reforecast	% rev	% of Total Operating Expenses	Difference (\$)	FY2025/26 Recommended Budget	% rev	% of Total Operating Expenses	YOY Difference (\$)
Net Electricity Revenue	\$266,900			\$264,616				\$253,149			
Revenue Deferral from FY2023/24	45,000			45,000							
Revenue Deferral from FY2024/25				(29,888)				29,888			
Net Electricity Revenue	311,900	98.6%		279,728	98.4%		(32,172)	283,037	99.0%		3,309
Investment Income	4,499	1.4%		4,510	1.6%		11	3,000	1.0%		(1,510)
Less: Cost of Energy	285,539	90.2%	95.6%	271,038	95.4%	95.6%	(14,501)	269,368	94.2%	94.4%	(1,669)
Less: Non-Energy Operating	13,182	4.2%	4.4%	12,514	4.4%	4.4%	(667)	15,904	5.6%	5.6%	3,390
Less: Capital Outlay & Debt Service	692	0.2%		686	0.2%		(6)	314	0.1%		(372)
Net Position (bottom line)	\$16,986	5.4%		\$0	0.0%		(16,986)	\$450	0.2%		450
Operating Reserve	\$61,852			\$44,866			(16,986)	\$45,316			450
Reserve as a % of operating expenses	21%			16%				16%			
Operating Reserve as of December 31, 2026								\$75,977			
Reserve % as of December 31, 2026 (Board's minimum reserve target)								30%			



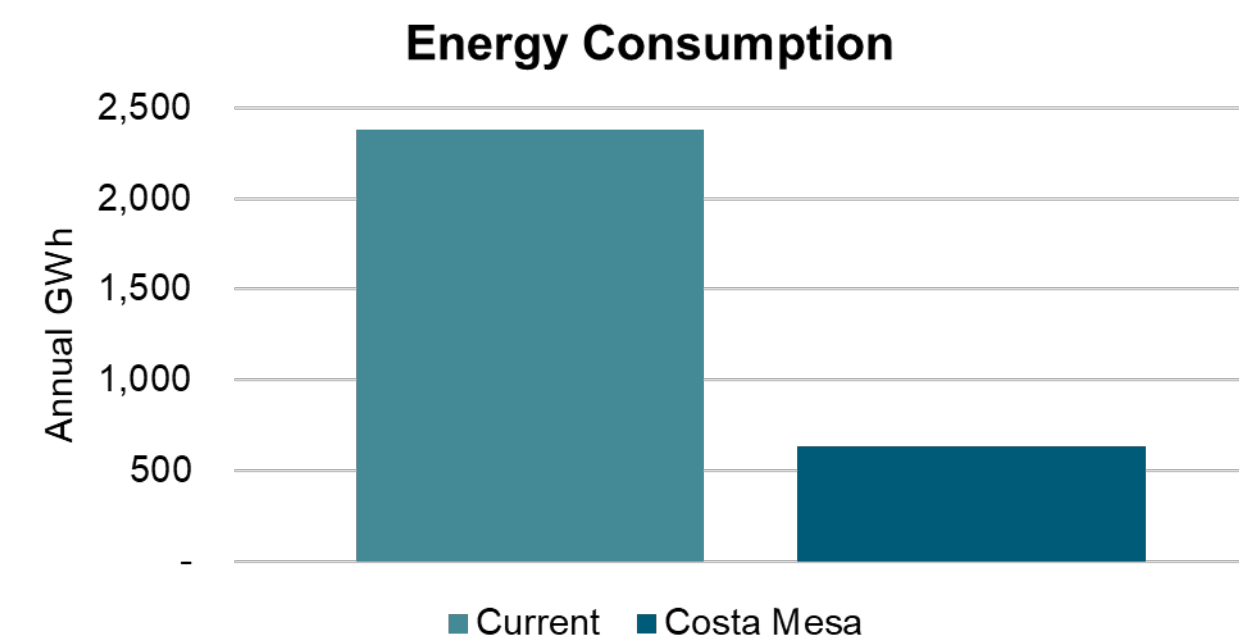
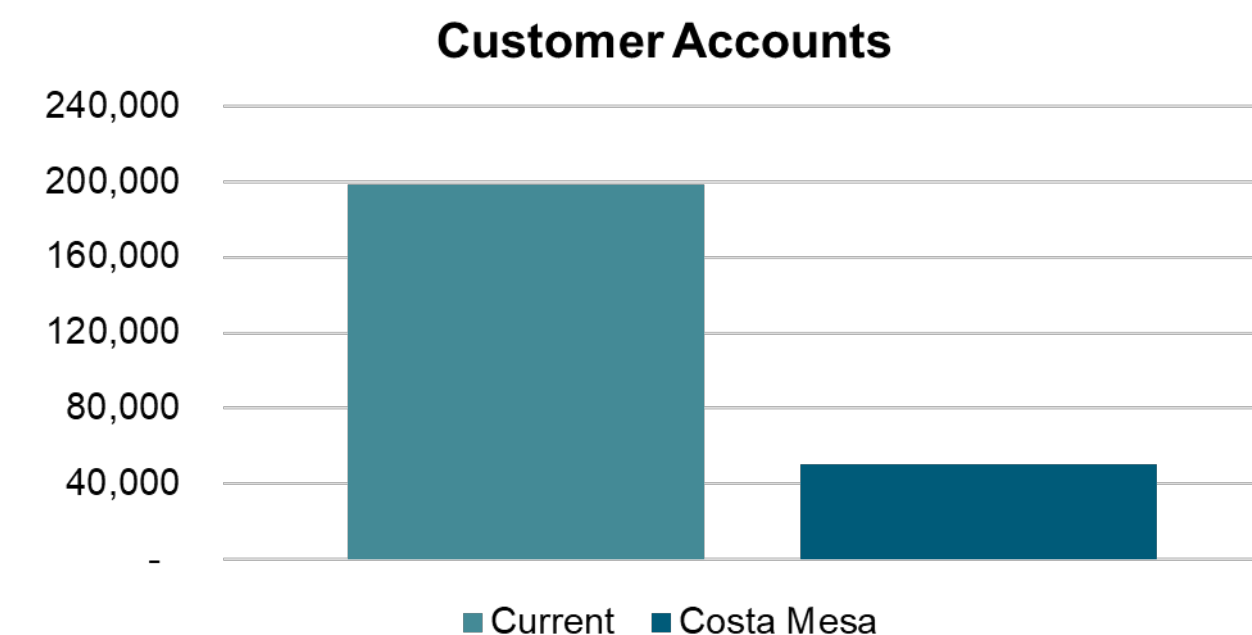
OCPA Feasibility Study for Costa Mesa

Total Eligible Customer Outlook

Classification	Accounts	Annual Energy (MWh)
Residential	42,225	206,516
Com/Ind	7,894	414,172
Other	439	10,484
Total	50,558	631,172

Expansion to Costa Mesa customers could represent an approximate 27% increase to OCPA's retail sales.

Data above are unadjusted for opt-out assumptions.





Key Assumptions

Start Date

- A March 2027 service commencement is reflected in the current expansion analysis; the earliest possible enrollment date per CPUC rules would be January 1, 2027.

Customers and Sales

- The forecast is based on historical SCE data and assumes 90% customer participation for residential accounts and 95% for commercial and industrial accounts, except for streetlight accounts.

Portfolio Composition

- 90% Smart Choice enrollment; 5% opt-up to 100% Renewable Choice.

Revenues

- Based on Cost-of-Service OCPA rates in each fiscal year and assuming OCPA's rates will be adjusted annually to meet revenue requirements.

Incremental Costs

- Include power supply valued at current market prices, as well as staffing, marketing & customer outreach, SCE service fees, data management fees, reserve contributions, and other operating expenses, valued on a load-weighted incremental basis to the existing budgeted overhead projections.



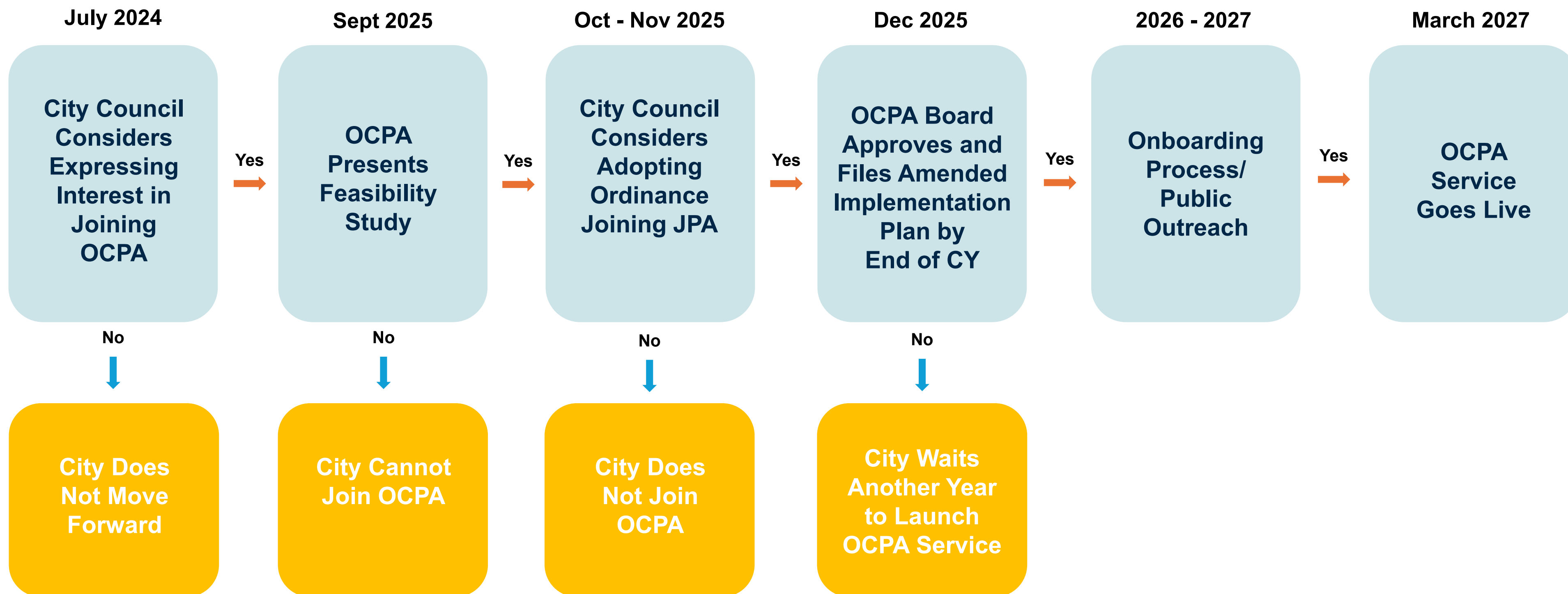
Fiscal Impact Summary

(in Million \$)	FY 26/27*	FY 27/28	FY 28/29	FY 29/30
Total Revenue	\$ 19.0	\$ 75.1	\$ 77.7	\$ 78.4
Power Supply Cost	\$ 7.7	\$ 57.1	\$ 57.5	\$ 58.4
Other Operating Expenses	\$ 4.5	\$ 7.0	\$ 7.1	\$ 7.1
Total Operating Expenses	\$ 12.2	\$ 64.1	\$ 64.6	\$ 65.5
Net Operating Margin	\$ 6.8	\$ 11.0	\$ 13.1	\$ 12.9
Electricity Sales (MWh)	279,629	600,636	605,201	609,801
Avg. Revenue (\$/MWh)	\$ 68.07	\$ 124.98	\$ 128.38	\$ 128.51
Avg. Expense (\$/MWh)	\$ 43.65	\$ 106.68	\$ 106.75	\$ 107.35
Avg. Margin (% of Rev)	36%	15%	17%	16%

*Reflects partial year of service for fiscal year ending June 30, 2027



Process and Next Steps

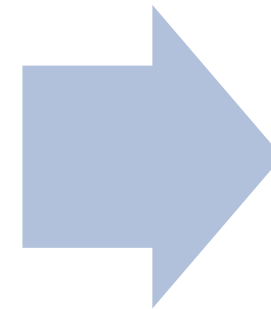




If Determined to Proceed

Next Steps: Costa Mesa

Costa Mesa
City Council
Discussion on
Feasibility Study



Consideration of
Ordinance &
Resolution Adoption
– OCPA JPA

September 2

Recommended Action (RA):
Costa Mesa CC to receive and discuss
Feasibility Study

September 16 / October 7

RA: Costa Mesa CC meeting to
discuss Introduction of Ordinance and
Resolution Authorizing Participation
in OCPA (*1st reading*)

October 21 / November 18

RA: 2nd reading of Ordinance and Resolution
Authorizing Participation in OCPA



If Determined to Proceed

Next Steps: Orange County Power Authority

30-Day Notice to Member Agencies

Regarding the Amendment of
OCA Implementation Plan
(December 2025)

OCA Staff to File
Amendment to
OCA Implementation Plan
with CPUC before
December 31, 2025

OCA Board Approval for Amendment of the OCA Implementation Plan, & Expanding the Joint Powers Agreement

to include the City of Costa Mesa as a
member agency and to comprehensively
update the Implementation Plan
(December 2025)

Following the OCA Board of
Directors' Approval to include
Costa Mesa and expand the JPA,
the City of Costa Mesa will be
required to:

1. Appoint a representative and
alternate representative to the
OCA Board of Directors

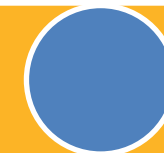


If Determined to Proceed

Next Steps: Orange County Power Authority

**Approval of the
Implementation Plan
by the CPUC**
(2026)

Launch Date
March 2027



**Implementation of
Communication &
Outreach Plan**
(2026-2027)



Questions?



1-866-OCPOWER | (1-866-262-7693)

nfo@ocpower.org

[@ocpowerauthority](https://twitter.com/ocpowerauthority)

Appendix



SINCE LAUNCH IN 2022

**Over
2 Billion lbs.
of CO2
emissions
reduced =**



223,000 Gas powered
vehicles off the road



81.6M Trash bags of waste
recycled



Carbon sequestered by planting
more than 15.8 million tree
seedlings grown for 10 years



Increased Clean Energy Options

OCPA's 2025 rate design offers a three renewable energy plans to meet customers' specific environmental and financial goals





OCPA Cost Comparison 2025

Typical Residential Customer – 425 kWh per month

Basic Choice				
Charge Type	OCPA	SCE	Difference (\$)	Difference (%)
Equivalent Generation Charge*	\$53.46	\$55.11	(\$1.65)	(3.0%)
SCE Transmission & Delivery Costs	\$94.29	94.29	\$0.00	0.0%
Total Bill	\$147.74	\$149.40	(\$1.65)	(1.1%)

Smart Choice				
Charge Type	OCPA	SCE	Difference (\$)	Difference (%)
Equivalent Generation Charge*	\$57.71	\$55.11	\$2.60	4.7%
SCE Transmission & Delivery Costs	\$94.29	\$94.29	\$0.00	0.0%
Total Bill	\$151.99	\$149.40	\$2.60	1.7%

100% Renewable Energy Choice				
Charge Type	OCPA	SCE	Difference	Difference (%)
Equivalent Generation Charge*	\$59.83	\$55.11	\$4.72	8.6%
SCE Transmission & Delivery Costs	\$94.29	\$94.29	\$0.00	0.0%
Total Bill	\$154.12	\$149.40	\$4.72	3.2%

***The comparison between OCPA Smart Choice and 100% Renewable Choice is made in relation to the SCE Default Rate Option, which provides approx. 40.6% renewable energy.*



A 2024 survey of Orange County registered voters responded:

If the amount I pay for electricity was equal, I would choose renewable energy as my power source

75%
AGREE

I am personally willing to pay more for electricity if it helped address climate change

38%
AGREE

Climate change is a huge, global issue but even small changes by individuals like me can make a big difference

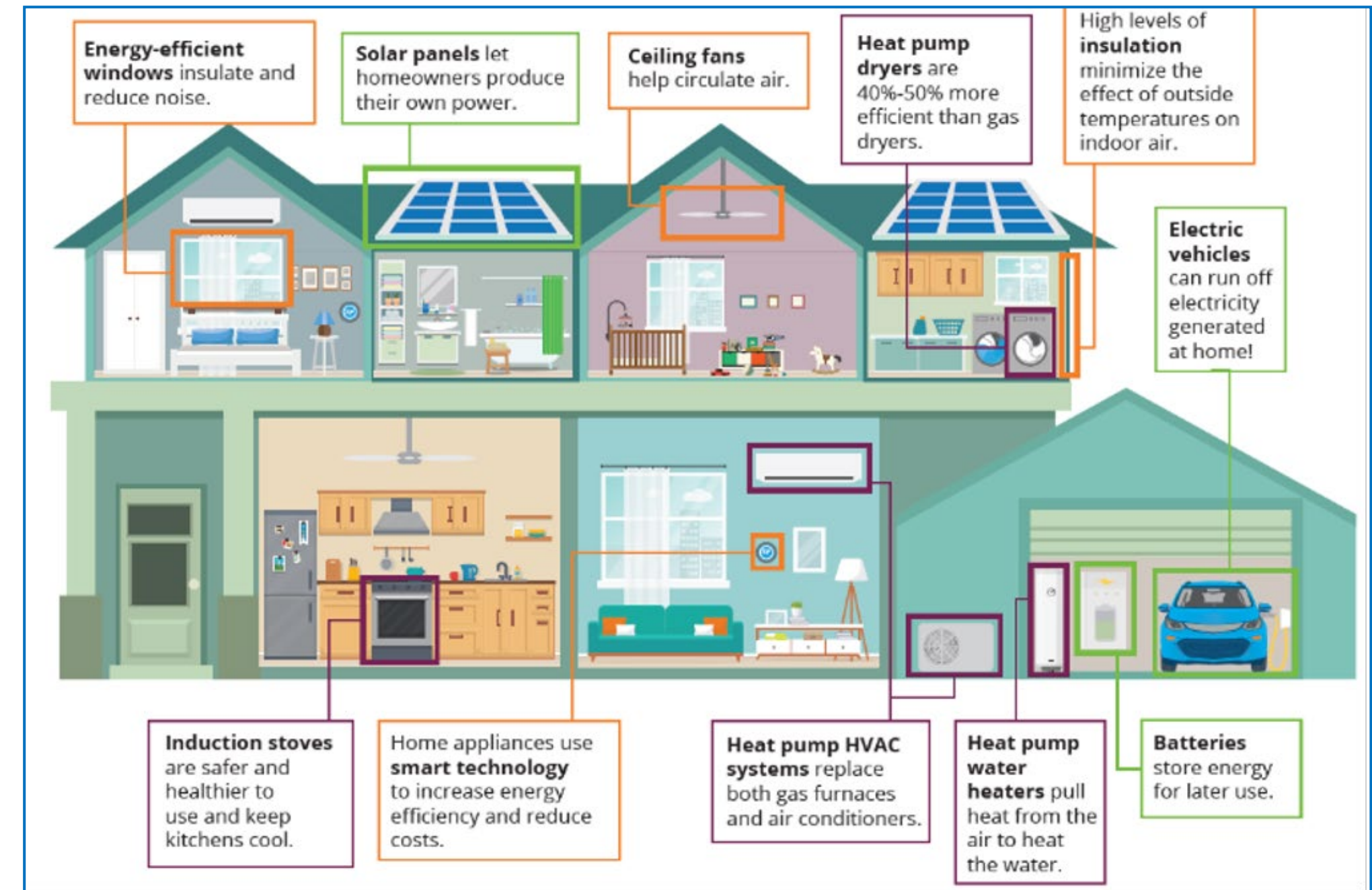
56%
AGREE



Reinvesting in the Community

As a not-for-profit, the money OCPA earns is put back into member communities through competitive rates, energy programs, and community grants.

- Energy programs are meant to make it easier and more affordable for people to take actions – like using less energy or switching to cleaner equipment
- OCPA honors all low-income programs including CARE, FERA, and Medical Baseline
- Currently offering
 - \$1,000 EV charger rebate
 - \$1,000 residential battery storage rebate
 - Free with rebate Energy Efficiency Kits
 - Incentive Finder + Residential Marketplace
 - 10% higher Net Surplus Compensation (NSC) for excess solar
- **Community Power Plan** in process to determine future programs that meet community needs





Reinvesting in the Community, cont.

Community Grants

- **Over \$300,000** to community organizations through Bright Futures Grants and a partnership grant with Calpine Community Energy

City and Community Sponsorships

- Dedicated budget to support events in member cities to connect with community members and educate about OCPA

In Development – Longterm Roadmap of Programs (Community Power Plan)

- Gathering input to ensure future programs address specific community needs
- Programs from other California CCAs include:

• Electrification program for new construction affordable housing	• Loans & incentives for electrification of single-family households
• Multifamily building energy audits	• Home and business energy audits
• Multifamily building in-unit electric panel upgrades	• Low interest loans for solar
• Demand response incentive program for businesses	• Technical assistance for building decarbonization



Over 100 Years of Collective Experience



JOE MOSCA
CEO



TIFFANY LAW
CFO



JACQUIE HENDERSON
DIRECTOR OF COMMUNICATIONS
& EXTERNAL AFFAIRS



LOUIS TING
DIRECTOR OF POWER
RESOURCES



OWEN LEE
DIRECTOR OF FINANCE &
DATA ANALYTICS



ANDREW DI GIOVANNA
EXTERNAL AFFAIRS
MANAGER



GABE DIMA-SMITH
EXTERNAL AFFAIRS
MANAGER



STEVEN HALLIGAN
REGULATORY & LEGISLATIVE
MANAGER



HONGYAN SHENG
FINANCE & RISK
MANAGER



MICHELLE STUART
DATA
ANALYST



LINDA KRAEMER
COMMUNITY ENGAGEMENT
MANAGER



PRANESH VENUGOPAL
ENERGY PROGRAMS
MANAGER



AGUSTIN LEE
DATA
ANALYST



LEYNA PHAN
FINANCIAL
ANALYST



LENA GARVEY
ENERGY COMPLIANCE &
CONTRACTS ANALYST



ARACELY CARDONA
PROCUREMENT
ANALYST



NATALY MORALES SANDOVAL
ENERGY PROGRAMS
ANALYST



SAUL VIRAMONTES
ADMINISTRATIVE SERVICES
MANAGER



PAT JACQUEZ-NARES
BOARD CLERK &
ASSISTANT TO THE CEO



JULIO SANCHEZ
OFFICE MANGER/
RECEPTIONIST



GABRIELE FRIEDMAN
SENIOR HUMAN RESOURCES
ANALYST



Affordability Advocacy

- OCPA advocates for affordability measures on behalf of customers in the California and Federal Legislatures, and at regulatory agencies like the California Public Utilities Commission (CPUC).
- OCPA has advocated for various measures that would benefit customers including:
 - Public financing of transmission infrastructure to remove this cost from customer bills
 - Preserving federal energy tax incentives
 - Continued funding of grant initiatives that support measures to reduce greenhouse gas emissions



A stylized sun with a yellow-to-orange gradient and several small yellow dots representing rays is in the top left. To its right are two stylized clouds made of overlapping circles, one light blue and one white, both with a vertical split design.

FOUNTAIN VALLEY PUBLIC OUTREACH

October – December, 2024



Public Outreach Planning

- **Goal:** Ensure a seamless transition and widespread public support for the city to adopt Orange County Power Authority as its default energy provider.
- **Objective:** To clearly inform residents and businesses of the benefits of community energy and how it works to dispel any misinformation or hesitation about the switch.
- **Strategy:** Utilize paid and earned media, as well as community outreach tactics, over the course of the 3-year onboarding process to increase awareness and understanding of OCPA.



Messaging

Competitive Rates

OCPA gives its customers options when it comes to energy, bringing competition to the energy sector while utilizing cleaner power sources than investor-owned utilities.

Business & Community Investment

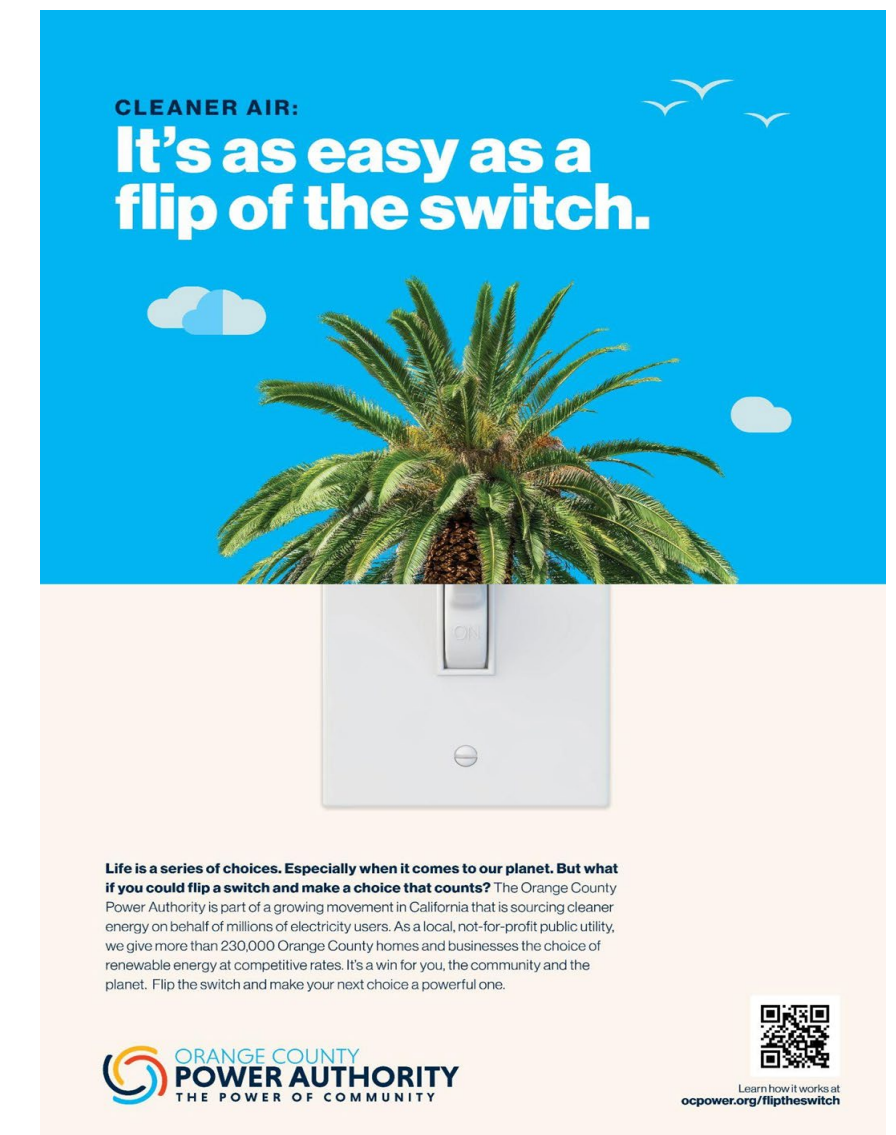
As a not-for-profit organization, OCPA invests its revenue into the community by offering energy efficiency rebates, educational programs, and grants for businesses to create more energy-efficient facilities.

Energy Independence

Community Choice Aggregation (CCA) programs like OCPA enable local control and decision-making over how and where electricity is purchased, ensuring that local interests and needs are prioritized.

More Jobs

OCPA supports job creation in Orange County by bringing in energy-related dollars that are invested in local clean tech projects, promoting energy innovation and supporting local workforce education.



Phase I FIRST INTRODUCTION

Sept. 2 – Oct. 1, 2024



Communications: Sept. 2 – Oct. 1, 2024

City Council Briefings (OCA / Fountain Valley)

- OCA provide briefings on feasibility study agenda item and answer any questions

Featured Media (OCA / Fountain Valley)

- OCA featured on Mayor of Fountain Valley's podcast

Explainer Video (OCA)

- Launch YouTube ad campaign of Explainer Video geotargeting Fountain Valley residents, including English and Vietnamese captions

Website Content (Fountain Valley)

- Include OCA background information on Fountain Valley website for residents to easily access
- OCA begin development on Fountain Valley landing page for residents to learn about CCAs and OCA



Phase 1

FIRST INTRODUCTION

Oct. 2 – Dec. 31, 2024



Communications: Oct. 2 – Dec. 31, 2024

Newsletters (OCPA / Fountain Valley)

- Both parties share awareness of potential partnership in community newsletters; Fountain Valley to share OCPA overview

Social Media (OCPA / Fountain Valley)

- Both parties post about potential partnership with curated messaging on social media channels

Speakers Bureau (OCPA – Soft Outreach)

- Proactively outreach to community organizations to build new relationships and secure speaking opportunities including:
 - Kiwanis of Fountain Valley
 - Fountain Valley Rotary
 - Fountain Valley Chamber of Commerce



Flip the switch to
a cleaner future

Watch Our New Campaign Video

Life is a series of choices. Especially when it comes to our planet. But what if you could flip a switch and make a choice that counts? As a local, not-for-profit public utility, we give more than 230,000 Orange County homes and businesses the choice of renewable energy at competitive rates. It's a win for you, the community and the planet. Learn more about the Orange County Power Authority (OCPA) in our newest campaign video!

[Watch Here »](#)

A stylized sun with a yellow-to-orange gradient and several small yellow dots representing rays, positioned in the top left corner. To its right are two stylized clouds made of overlapping circles, one light blue and one white, positioned in the top right area.

FOUNTAIN VALLEY PUBLIC OUTREACH

2025 – 2026

Phase II

LAY THE GROUNDWORK

2025



Communications: Phase II 2025

Photo Op (OCPA / Fountain Valley)

- City Council members convene in council chambers to capture a “Flip the Switch” photo for announcements

Media Relations (OCPA)

- Distribute a news release announcing the City Council has voted to join OCPA
 - **Media Targets:** The Orange County Register, Fountain Valley View, Fountain Valley Voice, Patch
 - **Multicultural Targets:** Little Saigon TV & Radio, Nguoi Viet Newspaper, Viet Bao Newspaper, Viet Links, MyVietNam Radio, Viet Weekly Newspaper, Saigon Radio





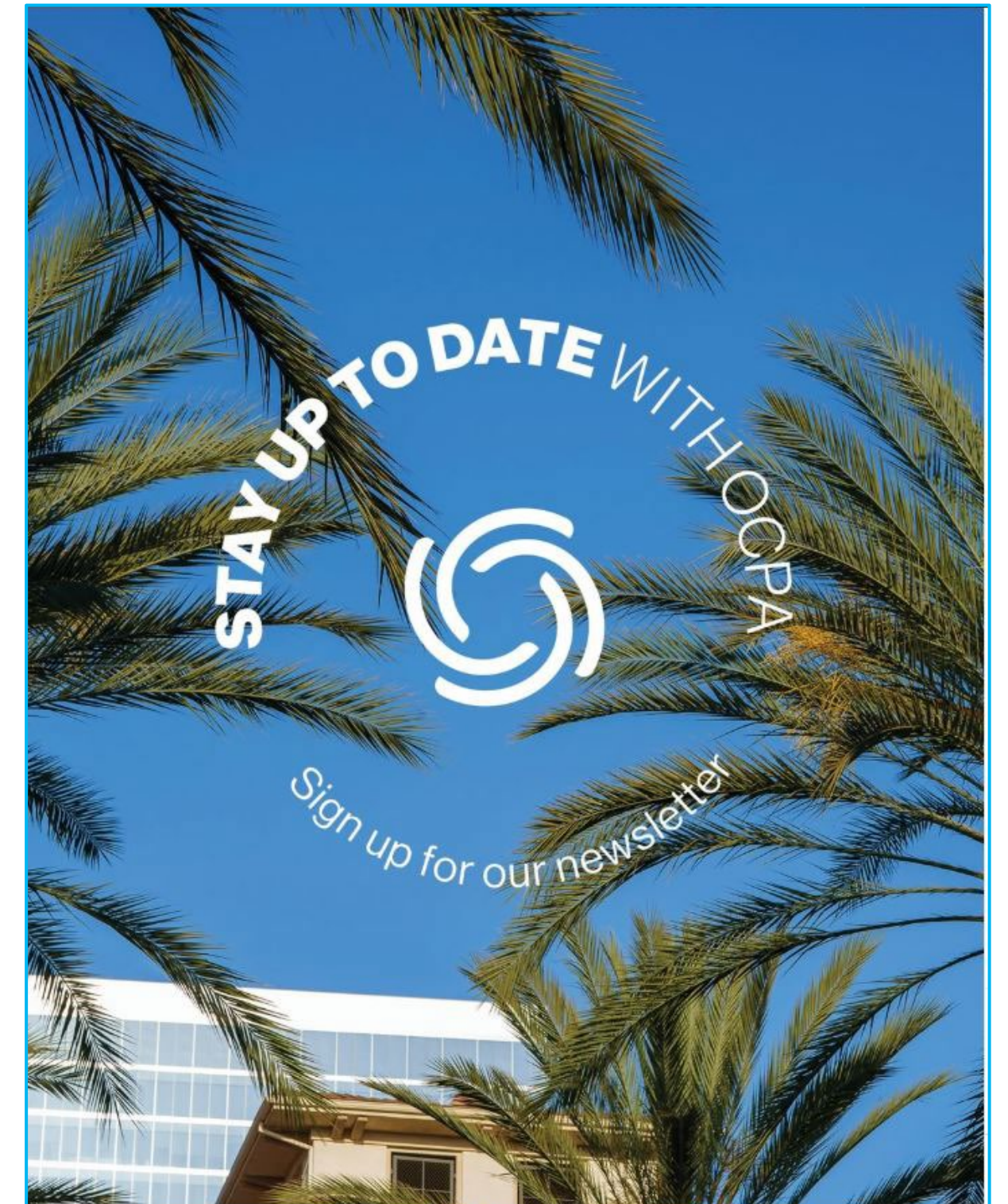
Communications: Phase II 2025

Media Relations (OCPA)

- Draft a news release announcing addition of Fountain Valley representative to OCPA Board of Directors
 - **Targets:** The Orange County Register, Fountain Valley View, Fountain Valley Voice, Patch
 - **Multicultural Targets:** Little Saigon TV & Radio, Nguoi Viet Newspaper, Viet Bao Newspaper, Viet Links, MyVietNam Radio, Viet Weekly Newspaper, Saigon Radio

Social Media (OCPA)

- Launch paid awareness campaign on Meta targeting Fountain Valley zip codes





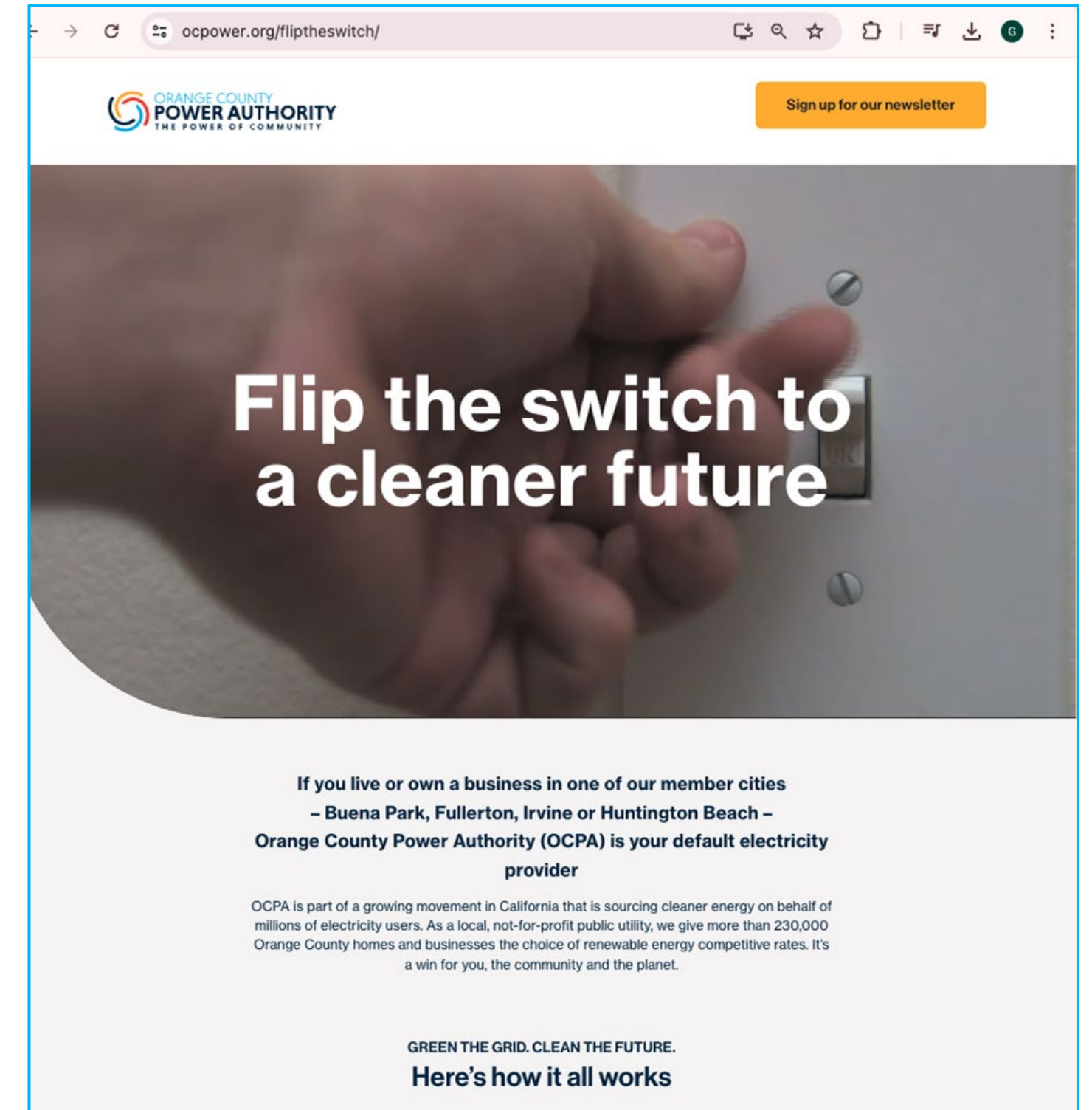
Communications: Phase II 2025

Landing Page (OCPA)

- Launch Fountain Valley landing page for residents to learn about OCPA

Explainer Video (OCPA)

- Continue YouTube ad campaign of Explainer Video geotargeting Fountain Valley residents, including English and Vietnamese captions





Communications: Phase II 2025

Community Outreach (OCPA)

- Begin attending community events
- Distribute informational postcard and brochure at events

Speakers Bureau (OCPA)

- Continue outreach to community organizations to build new relationships and secure speaking opportunities

Staffers Luncheon (OCPA)

- Invite Fountain Valley staffers to attend Annual Staffers Luncheon



Phase III

POWER YOUR COMMUNITY

2026



Communications: Phase III 2026

Media Relations (OCPA)

- Issue a media release announcing launch dates for adding Fountain Valley
 - **Media Targets:** The Orange County Register, Fountain Valley View, Fountain Valley Voice, Patch
 - **Multicultural Targets:** Little Saigon TV & Radio, Nguoi Viet Newspaper, Viet Bao Newspaper, Viet Links, MyVietNam Radio, Viet Weekly Newspaper, Saigon Radio

Videos (OCPA)

- Develop video outlining the transition to OCPA
- Share “countdown” video of OCPA and Fountain Valley leaders to launch on first day of service





Communications: Phase III 2026

Direct Mail (OCPA)

- SCE notice to customers
- Pre-enrollment (2) letters
60 and 30 days before
- Post-enrollment (2) letters
30 and 60 days after
- Joint Rate Comparison (July)
- Power Content Label (October)

Website (OCPA)

- Add Fountain Valley to online Rate Calculator as a resource for new customers

ORANGE COUNTY POWER AUTHORITY
THE POWER OF COMMUNITY

WELCOME TO A NEW WAY TO POWER YOUR WORLD

DEAR NEIGHBOR,

Orange County Power Authority (OCPA) is your local electricity provider, offering clean, reliable and competitively priced renewable energy. As a locally managed, community-based public agency, we put our communities first, helping you take a giant step toward a more sustainable energy future. When you started electric service, OCPA became your new electric generation service provider.

YOU CAN CHOOSE YOUR ENERGY RATE PLAN AND YOUR CONTRIBUTION TOWARD CLIMATE CHANGE

Electricity is one of the top sources of greenhouse gas emissions. The cleaner the power source, the more environmentally friendly you can be. We offer three tiers of clean energy options.

Your city chose 44% Basic Choice as the preferred energy option for all households in your city and you will see this selection on your energy bill. As a 44% renewable energy customer, you are building a cleaner future. However, you have choices:

BASIC CHOICE	SMART CHOICE	100% RENEWABLE	OPT-OUT
You can stay at our 44% Basic Choice renewable energy plan , which actually costs less than Southern California Edison (SCE) rates.	You can choose the middle tier 72% Smart Choice renewable energy plan , which costs only slightly more than the 44% Basic Choice plan and SCE rates.	You can go up to our 100% Renewable Energy Plan to help	You can return to SCE, which provides 33.2%* renewable energy at

HOW OCPA AND SCE WORK TOGETHER

While OCPA is your energy provider, your bill will still come from Southern California Edison (SCE) and the energy that comes to your home is delivered via the electrical grid that SCE helps maintain. So, if your power goes out, you call SCE. By having OCPA as your energy provider, you are joining thousands of other Orange County residents and businesses who are helping bring more renewable energy onto the grid to reduce our dependence on fossil fuels. OCPA customers have the same access to rate assistance programs as SCE customers. Rate relief provided through the CARE, FERA, AMP, HEAP or Medical Baseline programs also applies to OCPA customers.

Source
OCPA buys electricity from traditional and renewable resources.

Delivery
SCE delivers the electricity and maintains the electrical grid.

Customer
Customer chooses how much renewable energy they want OCPA to purchase on their behalf to put onto the electrical grid to help climate change.

Continued on back ►

ocpower.org f in X @



Communications: Phase III 2026

Out of Home Advertising (OCPA)

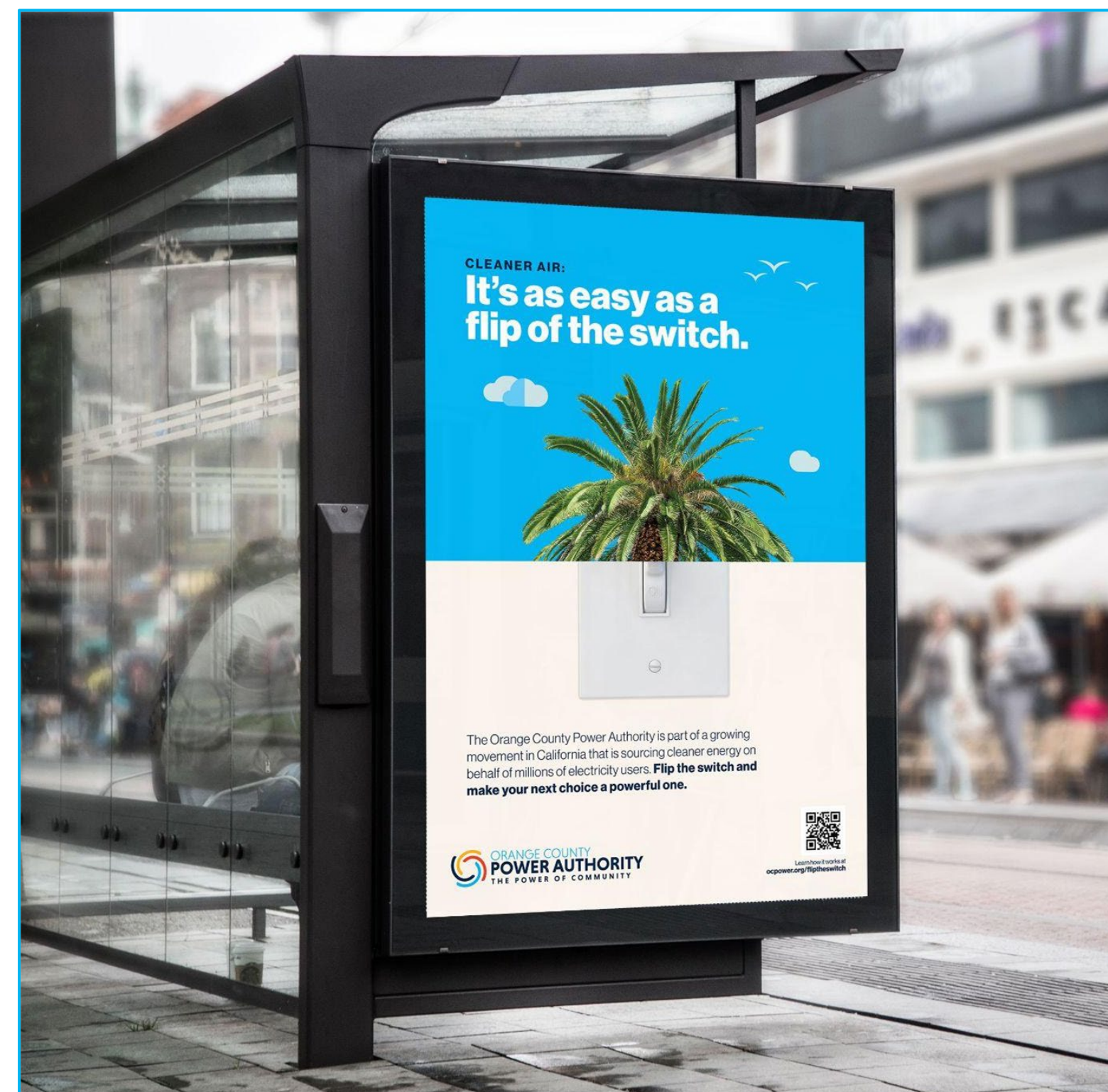
- Billboards and/or bus shelters
- Connected TV
- Gym TV

Community Outreach (OCPA)

- Distribute newsletter article announcing launch dates for Fountain Valley
- Host booths and sponsor community events

Staffers Luncheon (OCPA)

- Invite Fountain Valley staffers to attend Annual Staffers Luncheon





Communications: Phase III 2026

State of the Agency (OCPA)

- OCPA CEO shares annual State of the Agency presentation with stakeholders

Town Halls (Fountain Valley)

- City to host an in-person Town Hall with a virtual option where residents can engage directly with OCPA to get questions answered, receive additional resources, etc.

Power Hours (OCPA)

- OCPA to host “Power Hours” where residents can engage directly with OCPA to ask questions, request resources, etc.

Stakeholder Endorsement (OCPA)

- Share video/social media content for influencers and stakeholders to share with their audiences





FAIRVIEW ROAD ACTIVE TRANSPORTATION AND REHABILITATION PROJECT

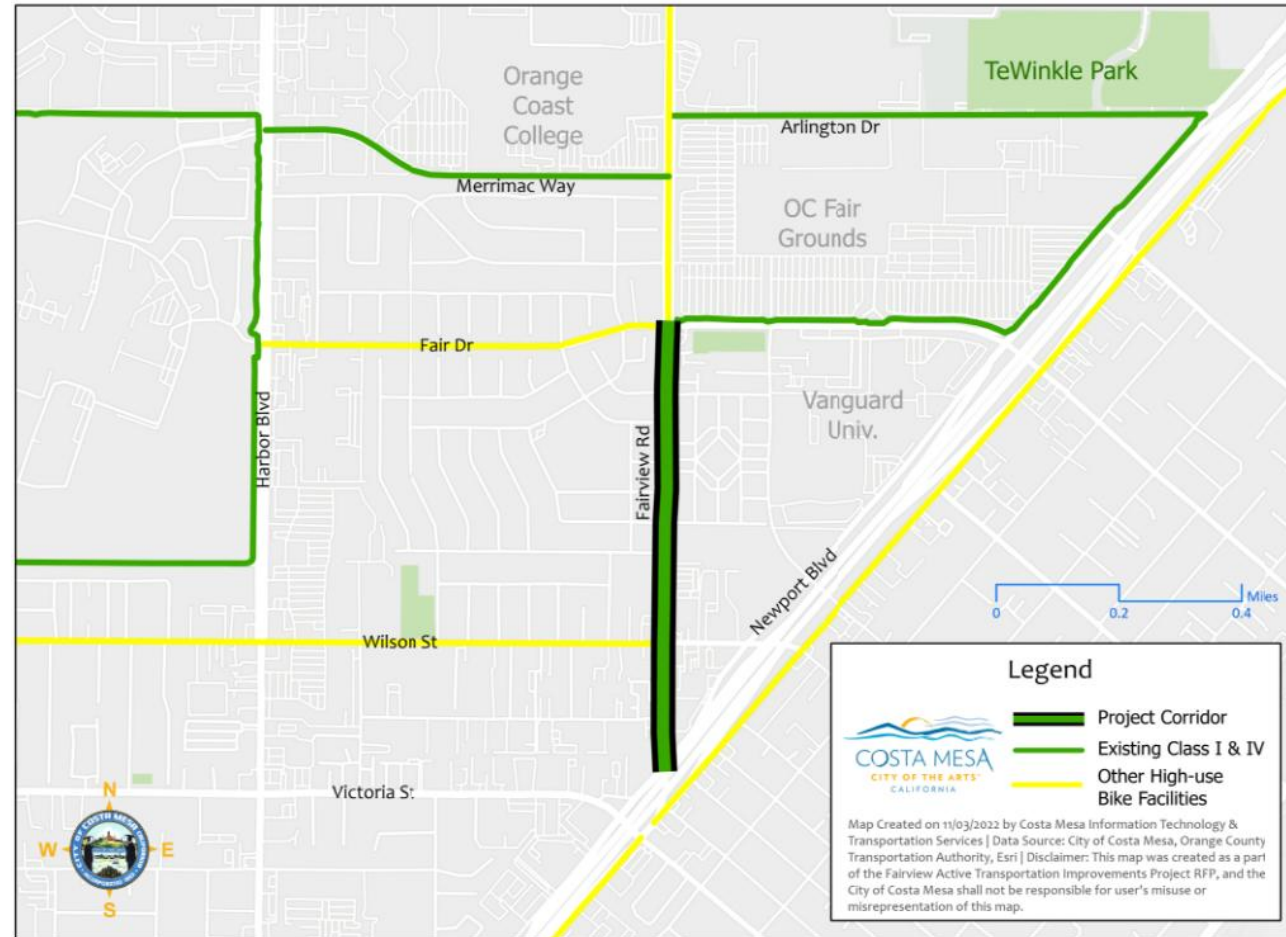
STATE PROJECT NO. CRASL-5312(106)
CITY PROJECT NO. 25-10

CITY COUNCIL MEETING
SEPTEMBER 2, 2025



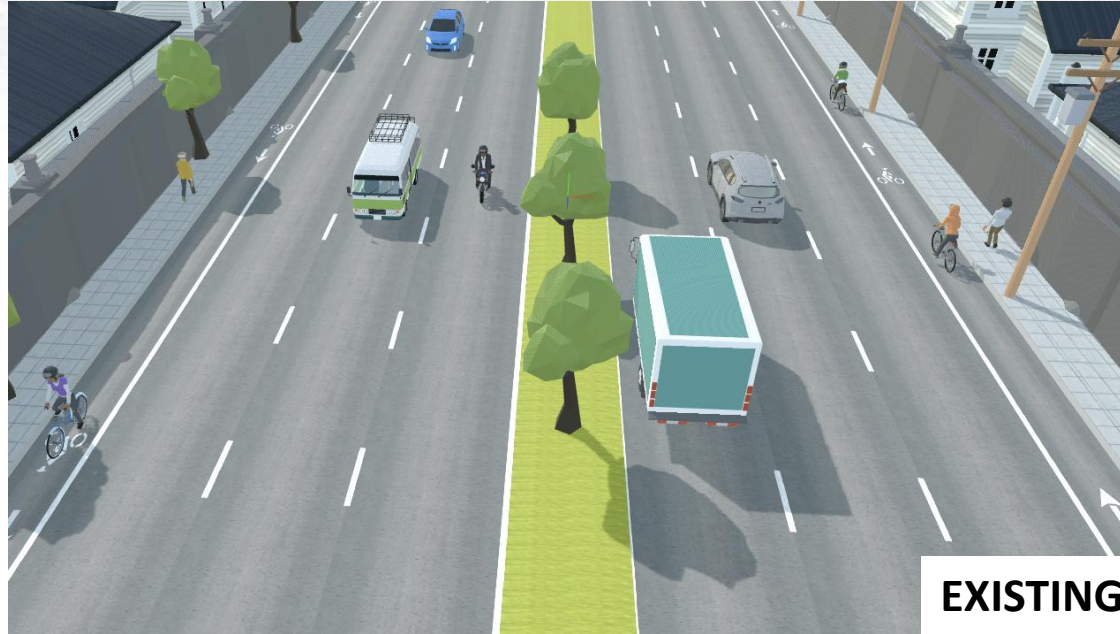
Background – Fairview Road

- Limits: Fair Drive to Newport Boulevard
- Currently:
 - Six (6) travel lanes with raised center median from Fair Drive to Wilson Street
 - Posted Speed Limit: 40 mph
- Fairview has excess roadway capacity (i.e. overbuilt vs. demand)
- Opportunity for multi-modal improvements



Project Features

- Lane reduction on Fairview Road from Fair Drive to Wilson Street from six (6) lanes to four (4) lanes
- Class IV Cycle Tracks



Project Features

- High-visibility crosswalks
- Green bicycle conflict markings and green bicycle crosswalks



Project Features

- Pedestrian Hybrid Beacon (HAWK Signal), Refuge Island, and Crosswalk between Fair and Wilson, north of Valley Forge



Project Features

- Transit boarding islands



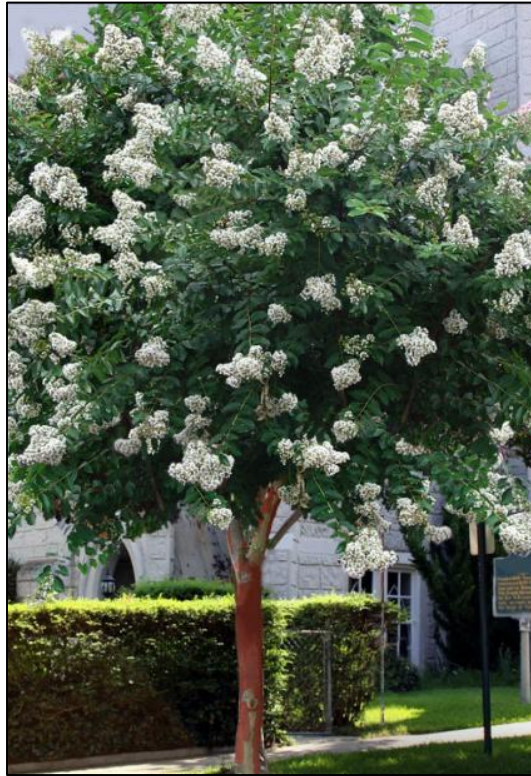
Project Features

- Traffic signal modifications at the intersection of Fairview and Wilson



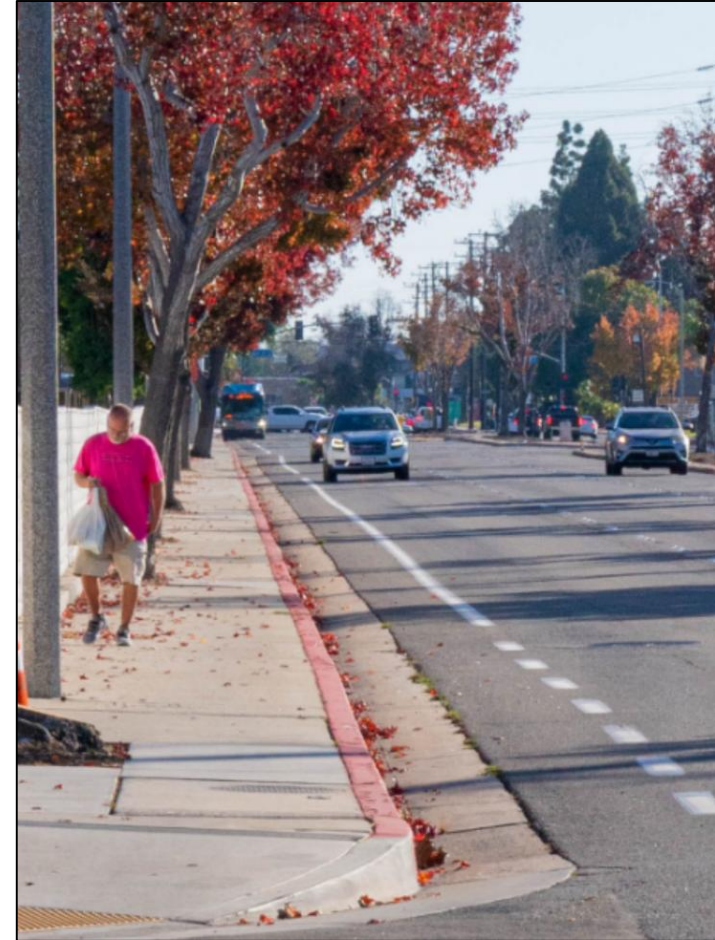
Project Features

- Center median landscaping



Project Benefits

- New pavement and active transportation improvements
- Class IV Cycle Track enhances safety by providing separation between bicyclists and vehicles
- Improves safety and accessibility for pedestrians
- Transit Operational Improvements
- City's first Bicycle Signal to reduce bicyclist exposure at the intersection of Fairview and Wilson
- Potential to reduce excessive speeding
- Consistent with the Active Transportation Plan and City Council Goals and Priorities



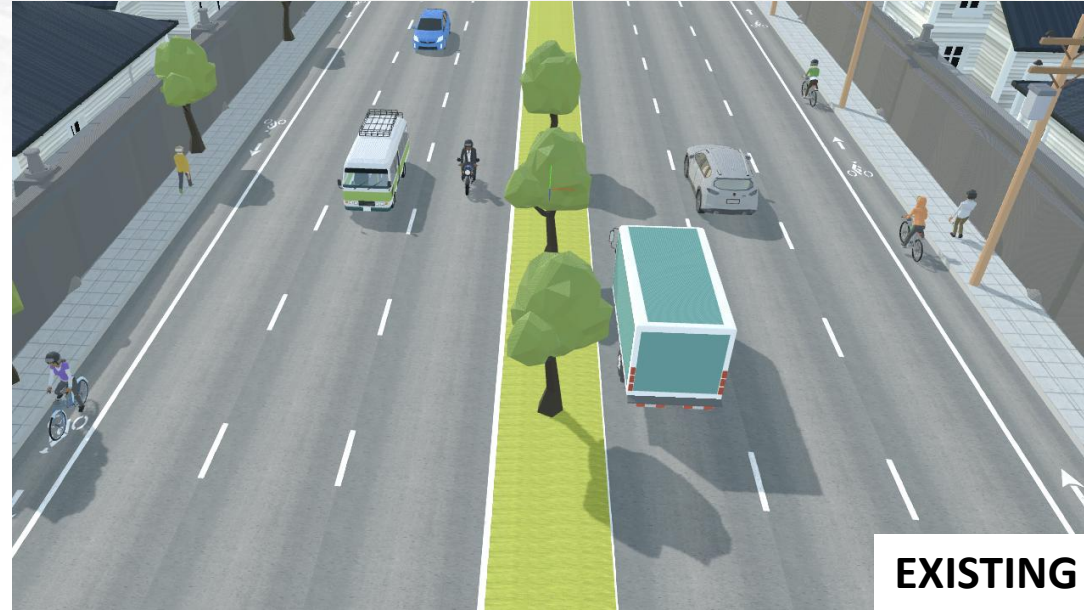
Project Information

Construction

- Bid Opening on May 7, 2025
- 10 bids were received
- Low Bidder: *Hardy & Harper, Inc.*
- Lowest Bid: \$2,860,000
- Average Bid Amount: \$3,200,000
- Completion: Spring 2026

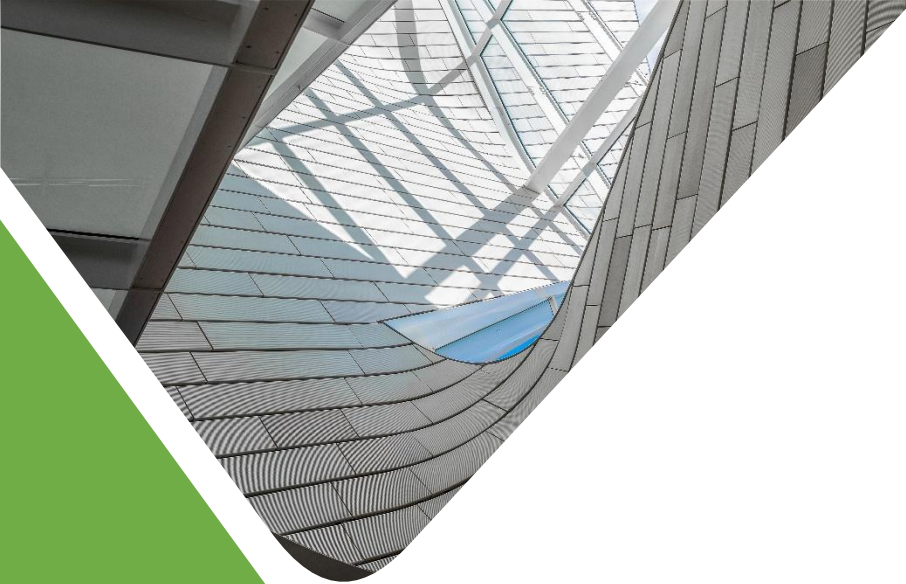
Project Funding

- Contract Amount: \$3,146,000
(including contingency)
- Funding Source: State Grant
Funding, Gas Tax, Traffic Impact
Fee, OCTA Measure M2 Fairshare



Recommendations

- Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines section 15301.
- Adopt plans, specifications, and working details for the Fairview Road Active Transportation and Rehabilitation Project, City Project No. 25-10, State Project No. CRASL-5312(106).
- Award a Public Works Agreement (PWA) for construction to Hardy & Harper, Inc. in the amount of \$2,860,000, and authorize a ten percent (10%) contingency in the amount of \$286,000 for unforeseen costs related to this project.
- Authorize the Interim City Manager and the City Clerk to execute the PWA for Hardy & Harper, Inc., and future amendments to the agreements within Council authorized limits.



Questions?



**SCHOOL RESOURCE OFFICER SERVICES AGREEMENT
BETWEEN THE CITY OF COSTA MESA
AND THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT
FOR THE 2025-2026 FISCAL YEAR**

THIS SCHOOL RESOURCE OFFICER SERVICES AGREEMENT ("Agreement") is entered into as of the 1st day of July, 2025 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and the NEWPORT-MESA UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California ("District").

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.
- B. District is a political subdivision of the State of California located in Orange County, California, and is organized and exists pursuant to the laws of the State of California.
- C. District is in need of services as part of the School Resource Officer Program ("SRO Program"), as more fully described herein (the "Services").
- D. District is authorized to enter into this Agreement pursuant to the laws of the State of California.
- E. City employs sworn peace officers specially trained, experienced and competent to provide the Services and City is willing to provide the Services to District on the terms and in the manner provided in this Agreement.
- F. This Agreement is not intended to modify any program or service provided by City to District as of the Effective Date except as expressly provided herein.
- G. City and District are joining together in a collaborative effort to provide School Resource Officers ("SROs") to work with the school communities to help provide a safe and secure environment for all.
- H. It is the stated goal of this Agreement to have a working partnership between the City and the District so as to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and District agree as follows:

1.0. TERM

The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2026, unless previously terminated as provided herein.

2.0. CITY'S DUTIES

2.1. Scope of Services. The Services shall include the following required and discretionary services designed to promote safety in the learning environment, which shall be provided at District schools located within the City, including Costa Mesa High School ("CMHS"), Estancia High School ("EHS"), Early College High School, Back Bay High School ("BBHS"), TeWinkle Middle School, and any elementary schools in need of SRO presence, as requested by District.

(a) **Required Services.** City shall perform the following services:

- (i) Assign three (3) full-time sworn officers employed by the Costa Mesa Police Department ("CMPD") to the function of SROs.
- (ii) Establish and maintain a liaison between District personnel, CMPD personnel, and stakeholders in the juvenile justice system.
- (iii) Serve as a resource to District employees, such as administrators, faculty and security personnel, as well as students and their guardian(s) on law enforcement-related issues including crime prevention and investigations.
- (iv) Assign one SRO to CMHS, one SRO to EHS, and one SRO to BBHS. As needed, the SROs will share the responsibility of providing Services to the other District schools in the City, subject to the discretion of the Costa Mesa Chief of Police ("Chief of Police") to make assignment changes.

(b) **Discretionary Services.** City may, in the sole discretion of the SRO and/or the Chief of Police, perform the following services:

- (i) Conduct patrol activities in and around the designated campuses.
- (ii) Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.

2.2. Selection and Supervision of SROs. The Chief of Police will determine those individuals best suited for the assignment to the SRO Program in accordance with City's employment procedures and conditions and advise the District of the eligible candidates. The Chief of Police will consider input from the District representative as to the selection of the SROs, but the Chief of Police shall have the sole discretion in the

selection of the SROs. The Chief of Police's selections shall be final. The SROs shall perform the Services under the supervision and control of the Chief of Police.

2.3. Vehicles, Equipment, and Uniforms. Except as otherwise provided in this Agreement, City shall furnish all vehicles, equipment, and uniforms as may be required to support the SROs assigned to the District pursuant to this Agreement. City agrees that each SRO will perform his/her duties in full police uniform. The uniform will include safety equipment designated for use by sworn field personnel pursuant to CMPD policies and practices.

2.4. Schedule of Services; SRO Assignment. City shall schedule each SRO such that each SRO provides services four (4) days a week for ten (10) hours each day ("Normal Work Week"). The SROs will spend a minimum of seventy-five percent (75%) of their time allocated in this Agreement in and around the assigned schools. City shall use its best efforts to ensure that the same person provides Services to the same campus except when he/she is on paid leave or otherwise absent. Subject to provisions of relevant City personnel policies or labor agreements, City shall use its best efforts to schedule SROs so that at least one (1) SRO is on duty each day that school is in session and that each SRO can be present during special school activities. On the days that there is only one (1) SRO on duty during the week, he/she shall serve as the SRO for both CMHS, EHS, and BBHS and will also be available to assist, if needed, any other District school in the City.

2.5. District Security. The Services performed by SROs pursuant to this Agreement are not intended to supplant those provided by existing District security personnel. District may request security services from City pursuant to other provisions of this Agreement.

3.0. DISTRICT'S DUTIES

3.1. Compensation. District shall compensate City for the Services as set forth herein.

3.2. Access to Student Records. District shall designate the SROs as designated school officials for student records purposes. SROs shall have access to students' education records when there is a legitimate educational interest in the records. During the school day on campus, District administrators grant access when requested by SROs. Pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the SROs may only use the personally identifiable information contained in a student's record for the purposes for which the disclosure is made, such as for promoting school safety and the physical security of students. SROs shall not redisclose personally identifiable information from a student's educational record to any other outside sources, including the CMPD, without consent, unless the redisclosure meets an exception to consent in FERPA.

3.3. Remote Access. District shall ensure SROs have remote access to

student records pursuant to section 3.2. SROs are required to document their interactions with students related to investigations.

3.4 School Site Cameras and Security. District shall ensure SROs have access to cameras, security systems and tip-reporting systems for Costa Mesa schools.

3.5. Staff Liaison. District designates its Director of Student and Community Services, or an alternate as designated by the Superintendent, as a liaison to the CMPD to facilitate communication between District personnel and the SROs and to coordinate the SROs' activities with District activities and events.

3.6. Cooperation. District personnel shall cooperate with the SROs to facilitate the performance of Services pursuant to this Agreement.

3.7. Special Events; Supplemental Services. The SRO Program shall not supplant or alter the existing District practice of hiring CMPD personnel for the purpose of policing special events. District may request in writing that City provide additional services beyond the Normal Work Week by a SRO during evening or weekend events, such as Parent-Teacher Association (PTA) meetings, Back-to-School Night(s), Open House(s), sporting event(s), dance(s), prom(s) or other District-sponsored events. City shall use its best efforts to provide the requested services by the SRO assigned to the campus at which the event or activity is scheduled. If the District has requested an SRO's presence at an event, or requested supplemental services to be provided by an SRO, District agrees that District shall compensate City for such supplemental services in accordance with this Agreement.

4.0. COMPENSATION

4.1. Compensation. For Services provided during the Normal Work Week, District shall pay City fifty percent (50%) of the total compensation paid each SRO under this Agreement, as invoiced by City to District. The term "total compensation" includes salary and benefits as those exist on the Effective Date and as set forth in Exhibit "A," attached hereto and incorporated herein by this reference, and as such salary and benefits are modified from time to time during the term of this Agreement.

4.2. Supplemental Services. If District requests additional services beyond the Normal Work Week for special events, District shall pay City one hundred percent (100%) of the costs that City incurs in providing the additional services as requested by the District, with the understanding that City is generally required to pay SROs at least one and one-half (1.5) times their regular rate of pay for overtime.

4.3. Method of Billing. At the end of each quarter, City will invoice District for the SRO costs incurred during that quarter. District shall pay City's invoice within thirty (30) days of receipt of the invoice. If City provides supplemental services as provided herein, City will invoice District for such supplemental services following the provision of such services and District shall pay such invoice within thirty (30) days of receipt of an

invoice from City.

4.4. Extended Closure of Schools. Should there be an extended closure of District schools (longer than 30 days) due to an unforeseen event that diminishes the need of SRO's on school campuses and allows City to redeploy SROs to other agency duties, City will assume 80% of the costs of SRO's after the 30th consecutive day of such a closure while the District will continue to be responsible for 20% of the such costs. Equally shared costs of SRO's between the District and the City would resume once the District begins normal operations that includes the re-entry of students onto District campuses.

5.0. GRANT ADMINISTRATIVE REQUIREMENTS

City and District will be responsible for their own respective grant monies received, if any, in connection with the SRO Program, including all administrative duties and responsibilities. This includes receipt and disbursement of funds, financial reporting and grant management issues.

6.0. TERMINATION

District or City may terminate this Agreement without cause any time, by giving thirty (30) days' written notice to the other party. In the event of termination, District shall compensate City for Services performed through the effective date of the termination. City shall continue to provide Services after notice to terminate and during the thirty (30) day notice period, unless District, in the notice, requests that City not perform Services.

7.0. INDEMNIFICATION

7.1. District Obligations. District agrees to defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with the District's negligent performance of this Agreement. District assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and, except as provided herein, assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the City.

7.2. City Obligations. City agrees to defend, indemnify and hold harmless District, its officers, agents, employees and volunteers harmless from and against any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or in any way connected with City's negligent performance of this Agreement. Except as provided herein, City assumes workers' compensation liability for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the District.

8.0. ASSIGNMENT

This Agreement may not be assigned or transferred by either party without the express written consent of the other party.

9.0. NOTICE / REPRESENTATIVES

City and District have designated the following representatives to receive notices and act on their agency's behalf in the administration of this Agreement. Notices shall be deemed given when personally delivered to the District or City representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage prepaid, and addressed as set forth below.

CITY: Chief of Police
Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

DISTRICT: Superintendent of Schools
Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

10.0. NO THIRD-PARTY BENEFICIARIES

This Agreement is entered into for the sole benefit of City and District 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.

11.0. INDEPENDENT CONTRACTOR

The parties understand and agree that in performing the Services under this Agreement, City, and any person employed by or contracted with City to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the District.

12.0. 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.

13.0. ATTORNEYS' FEES

In the event that 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.

14.0. 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.

15.0. AMENDMENTS

Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

16.0. 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.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Cecilia Gallardo-Daly
Interim City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

Brenda Green
City Clerk

Kimberly Hall Barlow
City Attorney

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

Sara Jocham, Ed.D.
Assistant Superintendent of Student Support Services

Date: _____

APPROVED AS TO FORM:

General Counsel

EXHIBIT A

SCHOOL RESOURCE OFFICER SALARIES FOR 2025-2026

**City of Costa Mesa
School Resource Officer Program
Fiscal Year 2025-2026**

	<u>Amount per Officer</u>
Salaries	\$ 138,537
Special Pays (POST/Uniform/Liason/Retention/Bilingual)	36,612
Medicare Tax	3,002
Health Insurance Benefit	29,028
Employer 457(b) Contribution	2,855
Retirement Benefit	152,712
Insurance (Workers Comp/Liability/Unemployment)	16,123
	<u>378,868</u>
	<u> x 3</u>
Total Costs for Three Officers	<u><u>\$ 1,136,604</u></u>
	<u> x 50%</u>
NMUSD share at 50%	<u><u>\$ 568,302</u></u>